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MOTORISTS AND INSURANCE p. 564

The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXX. **Saturday, July 18, 1936.** No. 29

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Current Topics.

The Law Society: Annual Meeting.

A FULL report of the proceedings of the annual meeting of The Law Society which was held in The Society's Hall, Chancery-lane, on the 10th inst, appears at p. 575 of the present issue. It is proposed here only to make the briefest reference to some of the points in the statement of Sir HARRY PRITCHARD, the retiring president, who was in the chair. The speaker alluded to the progress made with the Solicitors Bill, which now has only two stages to pass—consideration by the House of Lords of the amendments introduced in the House of Commons, and the Royal Assent—before reaching the Statute Book. Reference was made to new rules now in process of formulation which embody principles contained in certain resolutions of the Council relating to touting and advertisement, and to undercutting. The object of these rules was, it was intimated, not merely to protect the interests of members of the profession, but the public interest also. The large amount of work to be done at all events in complicated cases and the extent of preliminary investigation to be undertaken by solicitors before counsel could be briefed for the trial were exhibited as factors to be taken into account when considering the desirability of speeding up trials. Too much haste was deprecated. What was wanted was an even flow in the hearing of cases by the courts. Causes of the decline in litigation were not a subject upon which Sir HARRY thought anyone would express a very definite opinion. Doubt was expressed whether dislike of litigation was the explanation, for in the past very few people indulged in it for its own sake. Possibly practitioners were more successful in the discharge of their most important function of settling their clients' differences without an actual contest, or, again, more cases were possibly now being referred to arbitration. The annual report was adopted by a show of hands, with one dissentient. Mr. HUBERT ARTHUR DOWSON (Nottingham) was elected president for the ensuing year, and Mr. FRANCIS EDWARD JAMES SMITH vice-president.

The Judicial Committee.

WHILE the volume of litigation in the High Court would appear at the moment to be on a declining scale, with the consequence that many of the King's Bench judges are without lists sufficient to last out the whole day, there would seem to be no lack of work engaging the attention of the Judicial Committee of the Privy Council, which, as LORD ROSEBERY once described it, serves as the golden link binding together the overseas part of the Empire to the homeland. At one time, and that not so long ago, one division of the Committee was able to cope with the whole of the appeals; later, it became essential for the prompt despatch of business that the Committee should sit in two divisions; and, now, even two have been found not to suffice, and so last week we saw a third constituted, and in consequence of there being a lack of accommodation in Downing-street for three courts, this third division, constituted by LORD THANKERTON, Sir SHADI LAL and Sir GEORGE RANKIN—two Scotsmen and one Indian—has been functioning in King's Bench Court No. IX. While this third division is sitting there, the curious in such matters may observe what may seem to them to be a departure from the normal ritual as regards the accommodation for counsel, in that there is no "bar" in the sense in which that term is employed in the High Court and the Court of Appeal, that is, the front row being sacred to the silks. While being used by the Judicial Committee the front row of Court No. IX is used by silks and juniors indiscriminately. So accustomed are we in the High Court and Court of Appeal to the sharp line of demarcation between the front row and the back rows, that is, as between King's Counsel and juniors, that we might naturally assume that the rule is of general application, but in fact it is not so. It applies only in the High Court and the Court of Appeal; it does not obtain in the House of Lords, the Judicial Committee, or at the assizes.

Central Criminal Court: July Session.

THE July Session of the Central Criminal Court opened last Tuesday with an unusually light calendar in point of numbers. The list, at the beginning of the week, contained only thirty-three persons for trial or sentence, though it included three murder charges. The numbers present a striking contrast with those in the list for the previous month, when the calendar was unusually heavy. In the July list there were also three charges of attempted murder, one of manslaughter, one of wounding, one of causing grievous bodily harm, one of performing an illegal operation, one of bigamy, one of coining, one of fraudulent conversion, two of breaking and entering, three of stealing, and two offences against the Post Office. HUMPHREYS, J., is dealing with the cases in the High Court Judge's list. The foregoing figure of thirty-three was increased to sixty-one before the session opened.

The Tithe Bill in the Lords.

THE Tithe Bill was read the second time in the House of Lords on the 8th July. In moving the second reading, VISCOUNT HALIFAX, Lord Privy Seal, said that the Bill represented the best attempt to do justice and win finality

which the Government had been able to devise. He made reference to some representatives of tithepayers who would urge that the figure of £91 11s. 2d. provided as the stabilised value was too high, and that the period of redemption of sixty years was too long. Others, representatives of tithe owners, and possibly those who spoke for them in that House, would feel obliged in justice to argue that the figure was too low, and that the period of redemption should be extended to furnish more compensation for the extinguishment of the charge. Those claims, he said, were mutually destructive, and he could only assure the House that it had been the aim of the Government, with the help of the Royal Commission, to attempt to present to Parliament a scheme that held the scales evenly and took reasonable account of all the different aspects. The same point was made by LORD BINGLEY, who said that whatever view they might take of the Bill they would all feel great pleasure at some settlement of this very troublesome question of tithe being reached. The Bill, he continued, represented a compromise after a very complete arbitration by a Royal Commission. The mere fact that strong views were expressed against the Bill from both sides made him think that probably the ultimate solution was a good one, and he hoped the Bill would be accepted as a compromise that was well worth while. EARL DE LA WARR, Parliamentary Secretary to the Board of Education, described the position of the Government as judicial, the difficulty being one which had arisen between two sections of the country. Notwithstanding that they had done their best to help in the solution of the problem by pledging the credit of the country to the very large sum of £70,000,000 and by placing at the resources of the scheme which was being worked out their very low borrowing powers, their position was a judicial one. Reference was made to the existence of two almost irreconcilable claims together with complaints on both sides, which went to show that a really genuine endeavour had been made to strike a fair and happy medium. It was true, the speaker went on, that the Government had not in every case followed the recommendations of the Royal Commission, but in general the scheme was based on those recommendations. The Government had to make certain alterations because they were not prepared to pledge the taxpayer. Those who criticised must, it was said, answer this question: If they wanted greater relief for the tithepayer, did they hope to get it out of the tithe owners, and their speeches had suggested that they did not, or did they intend to get it out of the general taxpayer? There would, it was urged, have been no way of reducing the redemption period to forty years without imposing a charge on the taxpayer. Finally, it was intimated that the Government would be prepared to discuss on the committee stage every point which had been raised in the debate.

Sunday Trading Bill.

Two amendments introduced into the Shops (Sunday Trading Restriction) Bill in the House of Lords on Tuesday, when the Report stage was concluded, may be shortly noted. One of them exempts from the provisions of the Bill persons who are dependent for their livelihood on the sale of handicraft made by them in their own homes if the local authority is satisfied that the prohibition of such sales would involve real hardship. The second provides that the measure shall come into operation on 1st May, 1937, instead of 1st January, 1937, which was the date originally provided. The reason for the amendment was stated by the EARL OF MUNSTER, who moved it, to be the amount of preparatory work which will fall to the Home Office.

"The Benefit of the Doubt."

MANY examples might be given of unfortunate expressions of so insidious a character that they succeed in gaining currency in most unexpected quarters. In a recent case the Lord Chief Justice drew attention to one of them, and it is difficult to think that even lawyers are always guiltless in the matter. "We sometimes hear," LORD HEWART said, "that unfortunate expression 'the benefit of the doubt.' Some day, perhaps, it will be a criminal offence to use it. There is no such thing as 'the benefit of the doubt.' If a jury has any doubt, a person is entitled to be acquitted." One is reminded of the words of JUSTINIAN, so strongly exemplified in English law, which refuses to recognise a verdict between "Guilty" and "Not guilty"—*ei incumbit probatio qui dicit, non qui negat* (Dig. XXII, 3, 2.).

Rules and Orders: Draft Unemployment Assistance Regulations.

THE text of the draft Unemployment Assistance (Determination of Need and Assessment of Needs) Regulations, 1936, was issued on 9th July. They will require the approval of both Houses of Parliament and it is proposed that they shall come into operation on 16th November, of this year. The terms of the draft describe the regulations as having been made by the Minister of Labour under the powers conferred upon him by ss. 38 and 52 of the Unemployment Assistance Act, 1934, and provide for the revocation of the Unemployment Assistance (Determination of Need and Assessment of Needs) Regulations, 1934, from the date on which the new regulations come into force; but such revocation is not to affect any determination made in accordance with the regulations so revoked or anything done or to be done under any such determination. The draft regulations were submitted by the Unemployment Assistance Board to the Minister of Labour and accepted by him without amendment. It will be appreciated that it is impossible to deal with the contents of these some lengthy regulations here. Readers desiring further information must be referred to the regulations themselves which are published by H. M. Stationery Office, price 2d. net. Contemporaneously with their issue, the Stationery Office published a memorandum by the Unemployment Assistance Board (Cmd. 5229, price 6d. net), and a memorandum by the Minister of Labour, in the form of an explanatory White Paper (Cmd. 5228, price 2d. net). Among matters to which reference is made in the last-named publication is the increase made by the draft regulations in certain of the scale rates, the greater degree of flexibility which has been introduced into the rent rule and the special provision for adjusting it, in the light of local opinion, to the circumstances of each area. Moreover, the earnings rule has, it is intimated, also been made more generous, contributions to be made by earning members of a household towards the support of unemployed members of that household having been greatly reduced in amount, and the group required to make relatively substantial contributions for this purpose substantially narrowed. The provisions of the regulations are further elucidated by the above-mentioned memorandum of the Unemployment Assistance Board.

H.M. Land Registry: London Searches.

READERS' attention may be drawn to the new arrangement, more fully dealt with on p. 575 of the present issue, whereby official searches of the index map in the Administrative County of London to ascertain whether land is registered or not or whether there are any cautions or priority notices against first registration are to be made without fee and without a plan, provided that sufficient description for purposes of identification is furnished. Hitherto it has been necessary for such applications to be accompanied by a copy of or extract from the ordnance map, and a fee of five shillings has been charged. Practitioners will welcome this change.

Recent Decisions.

In *Re London (Hammersmith) Housing Order, Application of Land Development, Ltd. and Another* (*The Times*, 9th July), it was held that a public local inquiry, held as a result of an objection lodged by the applicants to a compulsory purchase order, made under s. 64 of the Housing Act, 1925, by the London County Council, in respect of 50 acres of land forming part of the site of the White City, had been properly conducted. Counsel for the applicants had desired to address the inspector on the question whether it was desirable in the national interest that a site so well suited for exhibitions should be used for housing, but, on intimating that he did not propose to call evidence in support of his statement, because directors of two companies were unwilling to be cross-examined in public about their future plans, the inspector declined to hear him. An offer by the inspector to hear the directors in private after the public inquiry was finished was declined.

In *Horn* v. *Minister of Health* (*The Times*, 10th July) the court quashed a compulsory purchase order, under s. 64 of the Housing Act, 1925, made by the Sunderland Corporation, and subsequently confirmed by the Minister of Health. Following notice of objection to the order by the applicant, a deputation, consisting of mayor, town clerk, and other officials of the corporation, visited the Minister of Health to discuss their general policy under the Housing Acts, and the town clerk subsequently made an affidavit stating that the order in question was not discussed. It was not alleged that anyone had acted in bad faith, but the court held that there had been an irregularity going to the root of the matter: see *Errington* v. *Minister of Health* [1935] 1 K.B. 240.

In *Attorney-General* v. *Oldham Corporation* (*The Times*, 10th July) it was held that certain transfers to the defendant corporation's general rate fund from the respective reserve funds of its gas, water, and transport undertakings for the purpose of applying the money to the carrying out of works in connection with the repairing of roads so as to provide work for the unemployed, were contrary to the provisions of s. 311 of the Oldham Corporation Act, 1935. The relators were local authorities in whose districts the defendant corporation was authorised by statute to supply gas, water and transport. Relief of the unemployed was not one of the objects set out for the utilisation of the reserve funds in the section, the language of which was, it was held, imperative and not permissive.

The rule in *Lassence* v. *Tierney* (1 Mac. & G., 551), was applied in *Re Gatti's Voluntary Settlement Trusts—De Ville* v. *Gatti* (*The Times*, 11th July), where a voluntary settlement of shares in a company was made on the settlor's seven named children and their issue. Each child was given a life interest determinable on bankruptcy, etc., with a power of appointment among his children, who, in default of appointment, became entitled to equal shares at twenty-one or on marriage. It was provided that if any life tenant should have no child to attain a vested interest the trustees should hold that share in trust for such persons as the life tenant should by will or codicil appoint. The court held that the share of a life tenant who died a bachelor and intestate, went to his administratrix. *Re Payne* [1927] 2 Ch. 1, was distinguished.

In *Leemann* v. *Montagu* (*The Times*, 11th July), the court granted an injunction to restrain the defendant from carrying on his business of poultry breeder on his property, which adjoined that of the plaintiff in a partly rural and very largely residential area, in such a manner as to be or cause a nuisance to the plaintiff and unlawfully to interfere with the latter's occupation and enjoyment of his private residence. The plaintiff complained of the noise made by crowing cockerels, which was held to constitute a nuisance. Damages to the amount of 20s. were awarded and the injunction in its complete form was suspended for one month.

In *Beresford* v. *Royal Insurance Co. Ltd.* (*The Times*, 14th July), the administratrix of one who, as the jury found, feloniously took his own life, recovered from the defendants the amount of a life policy less loans taken out by the deceased. Unless otherwise provided in the schedule, the policy was free from all restrictions as to residence, travel and occupation, and, subject to endorsed conditions, was indisputable. One of the conditions provided that if the life assured . . . should die by his own hand, whether sane or insane, within one year from the commencement of the assurance, the policy should be void except against claims not material to the present action. The policy had been in force for several years and the action was, in fact, brought by the administratrix for the benefit of the creditors of the deceased. SWIFT, J., negatived the proposition that the contract, having been terminated by the criminal act of the assured, was void on grounds of public policy, and intimated that in the circumstances of the present case the highest principle of public policy was that which regarded the sanctity of contract.

In *Grein* v. *Imperial Airways Ltd.* (*The Times*, 14th July), the Court of Appeal reversed the decision of LEWIS, J., who awarded £4,000 damages to a widow in an action brought by her on behalf of herself and her daughter claiming damages under LORD CAMPBELL'S Act for the death of her husband while a passenger on one of the defendants' air liners, and held that, the case being one of "international carriage" within the meaning of the Carriage by Air Act, 1932, the damages recoverable were limited to 125,000 francs as provided by art. 19, para. 2 (1), of the General Conditions of Carriage of Passengers and Baggage. LEWIS, J., held that a journey from an agreed stopping place within the territory of a power not a high contracting party to the Convention of Warsaw, scheduled to the above-named Act, to a place within the territory of a high contracting party, was not part of one journey from the latter to the former and back; and, moreover, though the general conditions above might have limited the amount recoverable, the limitation did not apply to damages recoverable under LORD CAMPBELL'S Act.

In *Herniman* v. *Smith* (*The Times*, 14th July), the Court of Appeal reversed the decision of TALBOT, J., who awarded the respondent £5,000 damages for malicious prosecution and false imprisonment. The previous hearing was referred to in this column in our issue of 15th February last, on p. 119. SCOTT, L.J., adverted to the importance of a lay member of the community being free to initiate a prosecution without fear of an action for malicious prosecution succeeding against him and observed that, if this appeal were dismissed, there would be few cases where a man could prosecute without grave peril of being hit in such an action.

In *Rex* v. *Grant* (p. 572 of this issue), the Court of Criminal Appeal quashed the conviction of the appellant who had been convicted at the County of London Sessions of larceny and sentenced to twenty-one months' imprisonment with hard labour by the Deputy Chairman. The appellant had pleaded guilty in the police court, where the magistrate said that he would give him six months' imprisonment with hard labour, and afterwards changed his mind and committed him for trial. The Court of Criminal Appeal held that the plea of *autre fois convict* was justified at Quarter Sessions and quashed the conviction. The only difference between this case and that of *Rex* v. *Sheridan*, referred to in this column in our issue of 4th July, at p. 523, was, it was intimated, that the prisoner pleaded guilty instead of the trial proceeding on his pleading not guilty.

In *Lindsay County Council* v. *Marshall* (*The Times*, 15th July), the House of Lords dismissed an appeal from the Court of Appeal which affirmed a judgment of LAWRENCE, J., who, sitting with a jury, awarded £750 damages to the respondent for alleged negligence whereby she contracted puerperal fever while a patient in the Cleethorpes Maternity Home, owned and controlled by the appellants.

Motorists and Insurance.

In these days when a very large proportion of the adult population of this country own and/or drive some kind of motor vehicle, and the rest, of all ages, are more or less frequent passengers in motor cars of all kinds, down to the pillion seat of a motor cycle, any case affecting the relations between persons who are now bound to be insured against motor accidents and the companies which insure them is of some public interest. The recent decision of Clauson, J., in *In re Crocker* (1936), 80 Sol. J. 486 (see also p. 514), that in any action arising out of a motor accident the relation of solicitor and client exists between the insured person and his legal advisers, and that they are not merely the solicitors of the insurance company, is one which would appear fairly obvious to most lawyers, but for the fact that the position was strenuously contested by the insurance company.

The facts of the case, so far as they were disclosed in court, were as follows: A Mr. Groom was driving his car somewhere in Lincolnshire in August, 1934, when a serious accident happened. There was a collision between his car and a motor lorry, which was turning out of a side road. It was afterwards alleged, and it seems not unlikely, that there may have been negligence on the part of both drivers. At any rate, Mr. Groom's car was smashed, he himself was slightly, and his brother Mr. A. Groom was very seriously injured, and suffered for a long time afterwards. The first thing that now happened was that the lorry driver was summoned and fined for dangerous driving. Next, Mr. Groom brought an action against the lorry owners. Each party, of course, acted through their insurance company, under the common form clause in motor policies, giving the control and conduct of all proceedings arising out of any accident insured against to that company, and Mr. Groom got judgment for £100 against the lorry owners. But the person who had suffered most of all, Mr. Aubrey Groom, was not yet compensated, probably because it was impossible to assess the total damages he could claim. However, in time, he brought his action against the owners of both cars, alleging that both had been driven negligently, with particulars. So far the matter appears simple, but now comes the most surprising part of the story. The insurance companies of the parties—we presume they were not the same company—through their solicitors, instructed counsel to settle defences. The defence of the lorry owners denied any negligence by them, the defence of Mr. Groom admitted that he was negligent. His local solicitor received a copy of this defence, and showed it to him, upon which he protested that he had never given any authority to his insurance company or the solicitors acting for him to admit negligence. The accident, he said, was entirely due to the negligence of the other party. He heard nothing more about it for some time, and then one day read a paragraph in his local newspaper reporting that the action had been tried and judgment had been given against him for £924 damages, on admissions of negligence.

Although he had nothing to pay out of his own pocket, he was surprised and annoyed at this judgment, and in the circumstances requested the solicitors to let him have all the papers in the action. They replied refusing to let him have them and denying his legal right to delivery or even inspection of them, though as an act of grace they were prepared to let him see the pleadings and some correspondence, but no more. The applicant now applied by summons in the Chancery Division for an order for the delivery up to him or for inspection and perusal by him of all the relevant papers in the action. The respondents contended that they held the papers, not for him, but for the insurance company, and the company refused to allow him to see them. At the hearing the applicant did not press for delivery, and the learned judge made no order on that part of the summons, but he said he could not understand why the applicant, as the solicitors' client in the action, to which the insurance company were not parties, could not see the documents, and he made an order that he should be at liberty to inspect and peruse the documents at the solicitors' office.

The right of the insurance company under the policy to have the conduct and control of proceedings does not make them any more than agents of the insured person, or entitle them to put forward a case exactly the opposite to that which he has instructed them to do.

Whatever may be the practical advantages of the practice of insurance companies to work together on what are known as "knock for knock" agreements, dividing the liability in terms convenient to themselves regardless of the true facts, this decision exposes one of the possible injustices of such a system. Persons who have paid for and obtained protection from the risks of accident, may possibly find themselves liable to be treated as mere ventriloquist's dummies, compelled to speak as the master directs, and even though the liability admitted be carefully pleaded so as to confine it for the purposes of some particular claim, nevertheless its stigma may be ineradicable. In these days when the tendency is, rightly, to treat the negligent driver as an undesirable citizen, it is surely wrong that he should have no control over the case pleaded on his behalf.

Company Law and Practice.

Share Warrants: A Consideration of their Nature and Effect.

By altering the order of the wording used in s. 70 (1) of the 1929 Act, we can arrive at a simple definition of a share warrant; and we can extract therefrom the fact that it is "a warrant, issued by, and under the common seal of, a company limited by shares, if so authorised by its articles, stating that the bearer of the warrant is entitled to the shares (which shares must be fully paid-up) therein specified, and (generally) providing by coupons or otherwise for the payment of the future dividends on the shares included in the warrant." A warrant which fulfils these conditions is in the Act termed a "share warrant": s. 70 (2); and, by s. 70 (3), a share warrant is to entitle the bearer thereof to the shares therein specified, and the shares may be transferred by delivery of the warrant.

It is not inappropriate at this point to recall that the definition section of the Act (s. 380) provides that "share" means share in the share capital of a company, and it includes stock except where a distinction between stock and shares is expressed or implied, which is not the case as regards s. 70; so that the word "stock" may be read for the word "shares" in our definition of "share warrant" that we have culled from s. 70 (1). The general question of warrants in respect of stock, as opposed to shares, was considered with great care in the recent case of *Pilkington* v. *United Railways of the Havana and Regla Warehouses Limited* [1930] 2 Ch. 108, where it was held by Luxmoore, J., that there is nothing in the 1929 Act that, expressly or by implication, deprives a company of the power to issue warrants to bearer in respect of stock.

Before leaving the definition of a share warrant to bearer, we must not forget the two very important qualifications that go to the root of its validity, these being, first, the necessity for the articles of the company to contain sufficient authorisation for the issue of the warrant, and, secondly, the qualification that the shares must be fully paid-up. With regard to the first of these, the present Table A contains no clauses authorising the issue of share warrants by the company; but a very useful guide to the formulation of articles for a company which does desire to take this power is contained in clauses 35 to 40 of the 1908 Table A, which deal expressly with the matter.

The following section (s. 71) deals with the personation of shareholders, and it provides that if any person falsely and deceitfully personates any owner of any share warrant or coupon, issued in pursuance of the Act, and thereby obtains or endeavours to obtain any such share warrant or coupon, or receives or endeavours to receive any money due to any such owner, as if the offender were the true and lawful owner, he shall be guilty of felony, and shall on conviction thereof be liable, at the discretion of the court, to be kept in penal servitude for life or for any term not less than three years. So that, from the severity of the possible sentence for this offence, it seems clear that the Legislature fully appreciates one at least of the risks that attach to share warrants. The provisions of the Forgery Act, 1913, which does not apply to Scotland, deal generally with the forgery of share warrants and coupons; but s. 72 of the 1929 Act is applicable only to Scotland, and it makes detailed provision for adequate punishments to fit the crimes of (1) forging, or knowingly benefiting by the forging of, any share warrant or coupon issued in pursuance of the Act; and (2) without lawful authority or excuse, engraving on any plate, wood, stone or other material, any share warrant or coupon purporting to be one issued in pursuance of the Act, or using any such material for printing such a document, or knowingly having in custody or possession any such material. For further details, and for the actual penalties that may be inflicted under this section, I must refer my readers to the context of the Act itself, as the restrictions of space prevent my considering the section at greater length.

The question of the entries with regard to share warrants that must be made by the company in its registers and in its annual return is an important one, and, in this connection, ss. 97, 108 and 110 are worthy of some attention. Section 97 (1) provides that on the issue of a share warrant the company must strike out of its register of members the name of the member then entered therein as holding the shares specified in the warrant as if he had ceased to be a member, and it must enter in that register certain particulars, namely (*a*) the fact of the issue of the warrant; (*b*) a statement of the shares included in the warrant, each share being distinguished by its number; and (*c*) the date of the issue of the warrant. Subject to the articles of the company, the bearer of a share warrant is to be entitled, on surrendering it for cancellation, to have his name entered in the register of members as a member; and the company is to be responsible for any loss incurred by any person by reason of the company entering in the register the name of the bearer of a share warrant in respect of the shares therein specified without the warrant being surrendered and cancelled: sub-ss. (2) and (3). Sub-section (4) enacts that until the warrant is surrendered, the particulars specified in s. 97 (1) are to be deemed to be the particulars required by the Act to be entered in the register of members, and, on the surrender, the date of that surrender must be entered; while, lastly, by sub-s. (5), subject to the provisions of the Act (this refers to s. 141, which we will deal with immediately), the bearer of a share warrant may, if the company's articles so provide, be deemed to be a member of the company within the meaning of the Act, either to the full extent or for any purposes defined in the articles. Section 141 is the section that is concerned with a director's or manager's qualification, which, it will be remembered, the statute does not make obligatory, but which is required to be the holding of at least one share in the company by art. 66 of Table A; and s. 141 (2) provides that, for the purpose of any provision in the articles requiring a director or manager to hold a specified share qualification, the bearer of a share warrant is not to be deemed to be the holder of the shares specified in the warrant. The facts in the case of *In re Caerphilly Colliery Company: Pearson's Case*, 4 Ch. D. 222, were that the company's articles provided that the directors' qualification should be the actual holding of twenty-five share warrants, each representing a single fully-paid up share in the company; the finding of the court was on a matter which does not concern us now, but the case is interesting in view of the fact that neither in the court of first instance nor in the Court of Appeal (5 Ch. D. 336) was the point raised as to the effect of such an article. It is submitted, however, that the wide wording of s. 141 (2) would deprive an article of this kind of any effect it might otherwise have.

Section 108 deals with the annual returns to be made by a company having a share capital: the return must contain the names, addresses and occupations of all past and present, and the share- or stock-holding of all present members, as therein provided, and, among other specified details that are to be included, it must state also the total amount of shares for which share warrants are outstanding at the date of the return, the total amount of share warrants issued and surrendered respectively since the date of the last return, and the number of shares comprised in each share warrant: s. 108 (3) (*k*), (*l*) and (*m*). The form of the return, which must be followed as nearly as the circumstances permit, is set out in the sixth schedule to the Act. In the event of failure by the company to comply with s. 108, the company itself and every officer of it who is in default becomes liable, by virtue of s. 110 (4), to a default fine.

Before leaving these sections that bear upon the various entries as to share warrants that the company must make in certain documents, it is worth noting, with regard to s. 97, that in *Pilkington* v. *United Railways of the Havana and Regla Warehouses Limited* (to which I have already referred), the argument was put forward that, as the wording of s. 97 (1) (*b*), which refers to the distinguishing of each share by its number, negatived the meaning of "stock" being given to "share" so far as regards that paragraph, it followed therefrom that in the whole section the word "share" could not be construed as including "stock." Luxmoore, J., at p. 115, agreed that "share" in s. 97 (1) (*b*) must have a restricted meaning because stock from its nature cannot have a number assigned to it, but he gave it as his opinion that there is no distinction, either express or implied, between share and stock in any part of s. 97, except in sub-s. (1) (*b*).

In the decision of *Webb, Hale and Company* v. *Alexandria Water Company Limited*, 93 L.T. 339, the court held that a share warrant to bearer issued by an English company registered under the 1867 Act, certifying that the bearer is entitled to one share in the company of a certain denomination which is fully paid up and given a specified number, is a negotiable instrument: and it therefore follows, as was there decided, that if such warrant is stolen and afterwards gets into the hands of a *bonâ fide* holder for value without notice of the fraud, such holder can enforce against the company payment of coupons for dividends due in respect of such share warrant. The court followed the case of *Rumball* v. *The Metropolitan Bank*, 1 Q.B.D. 194, in which the facts were substantially the same as in the later case, with the exception that *Rumball's Case* dealt with scrip certificates, in which no definite share was mentioned, as opposed to the latter case of share warrants referring to a definite share. These scrip certificates were proved, and the court accepted the fact, to have been treated for many years, by usage among bankers, discounters, money dealers and on the Stock Exchange, as negotiable instruments transferable by mere delivery; and in the *Alexandria Water Company Case*, *supra*, the fact that a definite share was mentioned in the share warrants was not considered sufficient to prevent them possessing that attribute of negotiability which these scrip certificates had: see also s. 70 (3) of the 1929 Act, to which I have already made some reference.

Another point that concerns share warrants is whether or not they can be issued by private companies which, according to s. 26 (1), are those that by the articles (*a*) restrict the right to transfer their shares, (*b*) limit the number of their members

to fifty (to this there is the exception of present and past employees), and (*c*) prohibit any invitation to the public to subscribe for their shares or debentures. Section 70 (1), however, empowers " a company limited by shares " to issue share warrants, subject to the conditions there detailed: and these words I have quoted would include both private as well as public companies. The question is not free from doubt, but the better opinion, and the wiser course, is that a private company cannot issue share warrants, as the result of doing so would probably be to prevent the company from restricting the right to transfer its shares and from limiting the number of its members.

In conclusion, two remaining points concerning share warrants should be briefly mentioned: the first is that, as was decided in *Iredell* v. *General Securities Corporation Limited*, 33 T.L.R. 67, a contract for the sale of registered shares, which can only be delivered by transfer, is not validly executed by the delivery of share warrants—a conclusion that is supported by the custom of Stock Exchange transactions in the ordinary way. And the second is that the decision of *In Re Positive Government Security Life Assurance Company* [1877] W.N. 23 (the judgment in which is, unfortunately, not reported at great length) seems to establish the proposition that the holder of a share warrant cannot petition for the compulsory winding-up of the company unless he is an original allottee: see also s. 170 (1) (*a*) (ii) of the 1929 Act.

A Conveyancer's Diary.

The Rule in *Lassence* v. *Tierney*.

An interesting case which brings to notice a form of settlement in common use and the effect of it is *Re Gatti's Voluntary Settlement; De Ville* v. *Gatti* (*The Times*, 11th July, 1936).

Sir John Gatti by a voluntary settlement dated in 1925 settled certain shares in a company on his seven children therein named and their issue. By cl. 2 of the settlement the trustees were to stand possessed of the capital and income of the property and the investments representing the same in trust to divide the same into seven equal shares and to appropriate one of such shares to each of the settlor's children. By cl. 3 it was directed that the shares so appropriated were not to vest absolutely in them " but shall be retained by the trustees and held upon the trusts hereinafter declared concerning the same respectively." The trusts declared were in effect to hold the share of each child on protective trusts for his or her life, and thereafter for his or her children, as he or she should appoint, and if there should be no children, as the life tenant should appoint. One of the settlor's sons, C. F. Gatti, died a bachelor and intestate in 1936, and the question raised by the summons was whether the share appropriated to him formed part of his estate or reverted to the estate of the testator.

The leading case on this point is *Lassence* v. *Tierney* (1849), 1 M. & G. 551.

The headnote to that case reads as follows: " If a testator leaves a legacy absolutely as regards his estate, but restricts the mode of the legatee's enjoyment of it to secure certain objects for the benefit of the legatee, upon failure of such objects the absolute gift prevails; but if there be no such absolute gift as between the legatee and the estate, and particular modes of enjoyment are prescribed and those modes of enjoyment fail, the legacy forms part of the testator's estate, as not having, in such event, been given away from it. In the case of a will containing such a disposition the intention of the testator is to be collected from the whole will, and not from words which, standing alone, would constitute an absolute gift." That is taken from the judgment of Lord Cottenham, L.C.

The rule is fairly well stated, but, like most rules, is difficult to apply to the facts in any particular case, especially, I think, that part of it which lays it down that the question as to whether there is an absolute gift in the first place is to be gathered from the whole will, and not " from words which, standing alone, would constitute an absolute gift."

An authority in point is *Hancock* v. *Watson* [1902] A.C. 14.

The facts there were that a will made in 1850 gave residuary personal estate to trustees in trust for the testator's wife for life, and after her death to be divided into five portions, which the testator allotted thus: " To S.D. (a married woman) I give two of such portions," and directed that the two-fifths allotted to S.D. should remain in trust for her life for her separate use, and from and after her decease in trust for her children upon attaining twenty-five if sons, or upon attaining twenty-one or marriage if daughters; " but in default of any such issue " the two-fifths to be divided among the children of C., payable to sons at twenty-five or to daughters at twenty-one or marriage. S.D. married without having had a child. At her death there were children of C., daughters who had all attained twenty-one or married.

It was held (1) that the whole gift over on the death of S.D. was void for remoteness (which of course is obvious). The head note says: " The gift could not be split up into separate contingencies so as to be construed as a gift over on one contingency, that of S.D. having no issue." Although I have no doubt as to what that part of the head note means, to an ordinary person, like myself, it presents a little difficulty; and (2) that upon the death of S.D. there was no intestacy as to the two-fifths, but that by reason of the invalidity of the gift over on her death the original absolute gift remained and upon her death passed to her representatives.

So it was thought that the clause in a will or settlement frequently adopted, which in the first place gives property or a share in an estate or other benefit to a donee, legatee or devisee and then directs that the object of the testator's or settlor's bounty shall not take absolutely, but be entitled to a life interest only, with a declaration of trusts to take effect after his death, such a gift must be read as being an absolute gift, and the super-added trusts, if they fail, will not cut down the original gift.

So far, the law on the subject seems to be plain enough, but there is authority which appears to make it ambiguous.

In *Re Payne: Taylor* v. *Payne* [1927] 2 Ch. 1, the facts were that a testator devised and bequeathed his residuary estate to trustees upon trust to divide the same into five equal shares and to appropriate one of such shares to each of his sons then living, whether such son survived him or not, provided always, and he directed that the share so directed to be appropriated to each of his sons should not vest absolutely in them or their representatives, but should be retained by his trustees upon the trusts thereinafter declared, and he directed that his trustees should hold each share upon certain trusts therein contained during the lifetime of each son respectively, and he directed that his trustees should stand possessed of the share of each of his sons after his decease, or the decease of the testator in case of a son predeceasing him, upon trust to appropriate such share unto the child or children of such deceased son whether living at the testator's death or born afterwards or having died in the testator's lifetime leaving issue, and he empowered each of his sons who might survive him at any time by deed revocable or irrevocable or by will or codicil to alter the shares in which the share of such son should, after his death, be appropriated to his children.

The testator died in 1917. One of his sons died afterwards without leaving issue, having by his will left all his estate to his wife.

Astbury, J., held that the rule in *Lassence* v. *Tierney* did not apply, and that the share of the deceased son was undisposed of by the will of the testator.

I must say that I find it very difficult to reconcile that decision by a learned judge, whose methods of construction

did not always commend themselves to the profession, with the earlier authorities to which I have referred.

In fact, the so-called "rule in *Lassence* v. *Tierney*" is no rule at all. Once it is admitted, as it is, that the matter is purely one of construction, the rule as a rule seems to me to be nullified. There are, of course, some rules of construction which are still followed, but few judges take much notice of them in these days. I doubt if it can be said that there really is such a thing as a rule of construction.

Astbury, J., appears to have been impressed by the judgment in *Rucker* v. *Scholfield* (1862), 1 H. & M. 86, but in that case there was no express gift in the first place. In *Re Payne* there was, or at least I should have thought so.

In the present case Farwell, J., followed the so-called rule, and held that the share appropriated to the son of the testator belonged to him absolutely, the trusts to take effect after his death having failed.

I do not think that *Re Payne* can be regarded as an authority now.

CORRECTION.

In "A Conveyancer's Diary," at p. 527 of our issue of the 4th July, we regret that the Executors Act, 1830, was referred to as that of 1930.

Landlord and Tenant Notebook.

"Entitled to have his Lease Granted."

When the Conveyancing Act, 1881, s. 14, made statutory provision for relief against forfeiture, it was, of course, merely giving expression to rules enforced by equity for centuries. Very little attention was paid to the question of defining terms used, but it was provided (sub-s. (3)) that a lease should include a derivative underlease for the purposes of the section. This left open the question whether the grantee under an agreement for a lease, to whom equity had always shown favour, was or was not a lessee to whom relief might be granted.

Within the same decade, a number of cases raised, directly or indirectly, this issue. *Walsh* v. *Lonsdale* (1882), 21 Ch. D. 9, C.A., while it dealt with and upheld an intending lessor's right to distrain for the rent to be reserved in such circumstances, naturally appeared to intending tenants to amount to further recognition of their rights. But the decision was based on the Judicature Acts and had nothing to do with forfeiture and relief under the Conveyancing Act, 1881.

Coatsworth v. *Johnson* (1886), 55 L.J.Q.B. 220, C.A., gave a better indication of the new position and its limitations. The action was for trespass. The facts were that the plaintiff, intending to take a farm from the defendant, discussed with him a draft lease for a term of twenty-one years, signed (four days later) an agreement to execute a lease on the terms of the draft, and took possession, paying the outgoer the customary valuation. His method of cultivation (if any) did not satisfy the covenants of the lease-to-be, and when five months had elapsed the defendant, after getting an injunction to restrain him from selling off hay, and refusing an offer of "rent" which could not even be due, forcibly ejected him. In bringing his action he banked, as was shown, too heavily on *Walsh* v. *Lonsdale*. The fallacy was to suppose that a breach of covenant was not a breach of covenant till a forfeiture notice made it one. The Conveyancing Act did not oblige a court, bound by the Judicature Act to administer equity, to go further than equity had ever gone and treat an intending tenant, whose conduct disentitled him to specific performance, as if he were a tenant.

Then came *Swain* v. *Ayres* (1888), 21 Q.B.D. 289, C.A., a decision in which, as Lord Esher, M.R., frankly said in his judgment, the Court of Appeal went one step farther than it had in *Coatsworth* v. *Johnson*. For here the intending tenant, who was sued for possession on the ground of forfeiture for breach of repairing covenants, had (if one includes his predecessor) occupied and paid rent for some thirty years of the eighty for which the lease was agreed to be granted. But it was held that he did not benefit by the restrictions on forfeiture, because, having broken the covenant to repair, he was not in a position to demand a lease. The court did not go so far as to say that an intending tenant failing to observe covenants to repair could never get specific performance; there might be "surprise or other circumstances" which would enable the court to overlook the matter. But a more important question, for present purposes, was still left undecided, namely, whether the provisions as to forfeiture notices and relief would necessarily apply if the tenant were in a position to demand a lease as agreed.

Quite a different kind of agreement came under discussion in *Strong* v. *Stringer* (1889), 61 L.T. 470, namely, a building agreement. The instrument was of the usual type: when houses had reached the roofing-in stage the builder was to have long leases which would follow the draft in the schedule; he was to finish at least so many houses by an agreed date; till leases were granted he was to keep all stipulations agreed to be inserted in the leases he was to have, "so far as applicable," and as if the leases had been granted; the landowner reserved a right of re-entry in the event of any failure to observe those stipulations. What happened was that the builder was late in completing some of the houses, but after that the owner wrote demanding ground rent; this was paid, but acknowledged "without prejudice to any breach of covenant." The action was brought by the intending tenant, for specific performance; the defendant counter-claimed possession.

The question at issue gave rise to an interesting exposition by Kekewich, J., of the nature and operation of building agreements, by which two relationships are provided for; owner and builder and landlord and tenant. Now it must have been as landlord, and not as owner, that the defendant wrote for ground rent. And it was in the same capacity that he sought to take advantage of the proviso. The qualified acknowledgment of rent paid unconditionally in response to a categorical demand could not help him.

Now this case shows that if an agreement for a lease of that kind contains a forfeiture clause, the doctrine of waiver applies; that doctrine is, after all, merely a commonsense rule by which a man is not allowed to do what is colloquially called "having it both ways." But the case does not show that, if there had been no waiver there could have been relief against forfeiture. Kekewich, J., made it clear that he accepted *Swain* v. *Ayres* and the proposition that a grantee not entitled to specific performance had no "lease."

The next thing was the Conveyancing Act, 1892. Section 5 extended the meaning to be ascribed to the word "lease" for relief against forfeiture purposes to its present form (L.P.A., 1925, s. 146 (5) (*a*)) by including "also an agreement for a lease where the lessee has become entitled to have his lease granted."

There was some speculation as to what this meant in "Current Topics," in the issue of this journal for the 16th July, 1892 (36 Sol. J. 640). Was the intention to give effect to, or to modify *Swain* v. *Ayres*? "At first sight this (the new provision) looks as if it were merely a paraphrase of 'where the lessee is entitled to specific performance,' and, if so, the sentence does not alter the law. Possibly, however, it means 'where the lessee would, but for the breach complained of, be entitled to specific performance.' But even this, of course, falls very far short of enacting that an agreement shall, for the purposes of the section, be treated as a lease."

If one compares the position in *Coatsworth* v. *Johnson* with what would have been the position in *Strong* v. *Stringer* if rent had not been demanded one sees other possibilities. In the case of the farm, the tenant was not entitled to specific performance because he had already broken a covenant, and

equity never granted specific performance in such circumstances. In the case of the building estate, the tenant had not fulfilled a stipulation. But of the plaintiff in *Coatsworth* v. *Johnson* one can say this, that he was at one time—say, the day after he entered—entitled to a lease. Whereas the builder never reached that stage. In the one case, there was condition resolutive broken; in the other, a condition precedent unfulfilled.

Did the new provision cover both such eventualities, or only one, and if so, which? The words are: "Has become entitled to his lease." The use of the perfect tense, coupled with the use of a possessive pronoun, suggests that it is the fulfilment of a condition precedent that is contemplated; otherwise, why not put or add "is not disentitled to the lease"?

It is strange that, after so much activity in the 'eighties, followed by an amending enactment, we are still without authority as to the right to relief of an intending tenant. We have had, it is true, an emphatic *obiter dictum* from the Judicial Committee; in *Greville* v. *Parker* [1910] A.C. 338, the judgment expresses the opinion that no relief could be conferred against failure to perform a condition precedent, and disapproval of the view (taken in a New Zealand case) that "entitled to his lease" meant "entitled to have his lease granted had there been no forfeiture." But there is still room for the opinion that the extension introduced by the Conveyancing Act, 1892, s. 5, remedied rather than declared the law of *Coatsworth* v. *Johnson* and *Swain* v. *Ayres*, while declaring that of *Strong* v. *Stringer*.

Our County Court Letter.

REPAIRS TO FLATS.

In a recent case at Bristol County Court (*Cooke* v. *Oakley and Another*) the claim was for damages for breach of covenant, trespass and negligence. The plaintiff's case was that, during his temporary absence from his flat an entry was made by the second defendant for the purpose of carrying out some work, on the instructions of the first defendant. The work only concerned the flat overhead, but could not be done without access to the premises of the plaintiff, whose consent had not been obtained. The ceiling to his flat had been cut away, and no steps were taken to protect the furniture, which was damaged. The defence was that a timber joist had been built into the flue and was causing trouble in the flat upstairs. The only approach was through the plaintiff's ceiling, and the first defendant gave instructions to the second defendant to do the work. Permission was obtained from the plaintiff's housekeeper, and it was denied that she only allowed the workmen to enter under protest. No damage had been done, and any disorder was due to the plaintiff s refusal to permit re-entry, for the purpose of clearing up. His Honour Judge Parsons, K.C., gave judgment for the plaintiff for £35, to be apportioned between the defendants, with costs.

DISMISSAL OF EMERGENCY WORKER.

In *Aronsky* v. *London Waterproof Company (Silkimac) Ltd.*, recently heard at Manchester County Court, the claim was for £29 5s. as damages for breach of contract. The plaintiff's case was that he had been engaged in 1935, when a strike had caused a labour shortage. After the strike was settled, the defendants' attitude changed, and the plaintiff was dismissed for alleged negligent work, when there were still fifteen weeks of his agreement unexpired. He was offered the opportunity of continuing, on piece work, but he relied on his agreement. The defence was that the forewoman had made from fifty to 100 complaints to the plaintiff about oil stains, but nevertheless certain garments were returned, over which he had been told to be particularly careful. It was therefore contended that his conduct justified dismissal. His Honour Judge T. B. Leigh observed that the issue was whether the oil stains were of such a character, and of such frequency, as to constitute neglect of duty, whereby a termination of the agreement was justified. It was noteworthy that, during the strike, complaints regarding oil stains were not treated as serious. On the termination of the strike, however, the complaints became a matter of serious consequence. It was not proved that the plaintiff's conduct justified dismissal without notice during the term of the agreement. Judgment was therefore given for the plaintiff for £25 and costs.

Reviews.

Law Relating to Moneylenders. By Sir Gilbert Stone, Chief Justice, Bihar and Orissa, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law, and The Hon. Dougall Meston, of Lincoln's Inn and the South-Eastern Circuit, Barrister-at-Law. Third Edition. 1936. By The Hon. Dougall Meston. Demy 8vo. pp. xxxvi and (with Index) 428. London, Birmingham, Liverpool and Glasgow. The Solicitors' Law Stationery Society, Limited. 25s. net.

"Stone and Meston" is to-day not only the leading but the authoritative text-book on the law relating to moneylenders, and it has achieved this in three editions, published during the last nine years. Its present richly merited reputation is that it can give the best skilled legal guidance on almost any point which might trouble either lender or borrower. All the cases, including Scotch and even some relevant Irish cases, are clearly summarised, analysed and classified under the necessary headings. A number of police court cases in England relating to the granting and refusal of certificates for moneylender's licences and prosecutions of unlicensed moneylenders are also included. Probably, as the authors say, the most important decisions that have been given on the Moneylenders Act, 1927, relate to section 6, which is covered in an admirable chapter on the form of moneylender's contracts. The highly difficult and complex question of renewals is dealt with in a masterly manner, and the authorities, from *R. S. Lyle Ltd.* v. *Chappell* (1931), 48 T.L.R. 119, to *Walter Burns Ltd.* v. *McCracken* (1935), 51 S.L.R. 111, are ably summed up. The question of the effect of clerical errors in the memorandum is one of real practical importance, and the work records the dictum of Lord Justice Scrutton, in *Temperance Loan Fund Limited* v. *Rose and Another* [1932] 2 K.B. 522, at p. 527, that each case must depend on the nature of the error, as well as the Court of Appeal decision in *Dunn Trust Ltd.* v. *Feetham* [1936] 1 K.B. 22, that a material error such as the insertion of £140 instead of £100 in the default clause in the memorandum, will invalidate the memorandum, but not a trivial error. The appendices contain the Moneylenders Acts, 1900 to 1927, with lists of decisions on the sections which have been the subject of judicial interpretation, and the various moneylender's regulations, including those relating to the Liverpool Court of Passage, the Salford Hundred Court, the Mayor's and City of London Court, the Derby Borough Court of Record, and the Scottish Courts. Last, and not least important, there is an appendix containing interest tables prepared by a firm of chartered accountants to help moneylenders to calculate the interest required by s. 6 of the 1927 Act, to be stated in the memorandum of the loan. There is also included in the work a useful list of cases indicating how costs have been awarded in the various cases relating to the re-opening of transactions. No lawyer with any moneylending practice and no moneylender, honest or otherwise, can afford to be without this work, which maintains the highest standard of scholarship and accuracy combined with a strict regard for the needs of practitioners.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Auctioneer's Motor Car Insurance.

Q. 3345. A is the owner of a motor car and he is a manager employed by a large firm of estate agents and valuers. A has taken out a policy of insurance which allows A to use his car for private and pleasure purposes of himself and members of his family and in addition for the purpose of A's business whilst he is driving the car. There are certain restrictions in the policy as to the nature of such business but the following facts as to use do not come within this head.

In the course of A's work he uses his car for the purpose of taking clients of A's employers to view properties which might be the subject of a sale by A's employers. The point as to which an opinion is asked is whether A's policy covers him in respect of liability which he may incur whilst using his car in the course of his employment with his employers the estate agents. In other words, are the words in the policy (the insured's business purposes) meant to cover the insured whilst he is about his employer's business ? Can it be said in your opinion that the insured's business is his work with the firm of estate agents ? If any cases are known on this point we shall be glad if you will kindly refer them to us.

A. It is doubtful whether A's policy covers him, while using his car in the manner described. In view of *Passmore* v. *Vulcan Boiler and General Insurance Co. Ltd.* (noted at 80 Sol. J. 83) the insurance company may be entitled to repudiate liability. A should therefore disclose the exact mode of user, and procure an endorsement of his policy—to the effect that the indemnity extends to accidents while using the car in the above manner.

Visitors' Drinks in Sports Clubs.

Q. 3346. X is a members' sports club with a sports ground and a pavilion containing a bar. With the exception of a rule providing that ladies shall in no circumstances be permitted in the precincts of the bar, the rules are absolutely silent with regard to admission of visitors to the bar. It is assumed that male visitors accompanied by members can lawfully be admitted to the bar, and permitted to consume excisable liquors purchased for them by members. Is there any reported case on s. 95 (*e*) of the Licensing Act, 1910 ? If not, what is it considered will constitute "habitual admission" to non-members of a club for the purpose of obtaining liquor ? E.g., would admission of the same non-member once every seven days constitute a breach under the section ?

A. Male visitors can consume intoxicating liquor, bought by members, as suggested. Decisions on s. 95 (*e*) consist of magistrates' judgments on questions of fact, and are therefore not reported. Habitual admission of non-members is a question of fact, but would normally involve indiscriminate admission at irregular times. Admission of the same non-member, once every seven days, would not be an infringement of the section. The intervals are so long as to prevent the admission being habitual, even though the intervals are regular. The admission may more properly be described as taking place on a series of isolated occasions, and therefore do not constitute an abuse of members' privileges of introducing guests.

Division of Intestate's Estate.

Q. 3347. A died intestate in July, 1935, leaving six lawful children entitled to his estate. Letters of administration were taken out by the eldest son. One of the children is in America and the solicitors were informed by the administrator that he did not think that he would take his share and the solicitors requested the administrator to find this out. A letter was eventually produced to the solicitors in which the person stated that he wished his sister to have his share of anything that was to be divided. The sister wrote thanking him and said that she would divide this share between her other brothers and sisters. The solicitors distributed the estate between the five children, relying upon the letter received from the brother in America. Now he refuses to give a release and states that he wants to have his share, but the beneficiaries will not refund the money. What is the position of the administrator, beneficiaries and solicitors concerned if an action is brought by the beneficiary in America and generally ?

A. There was no consideration for the agreement by the brother in America, and the agreement was therefore not binding on him. He was entitled to repudiate his letter, and there is no estoppel arising out of that letter. The administrator has broken a condition of his bond, and—to avoid being sued thereon—he should pay the brother in America out of his own pocket. The beneficiaries will be liable to refund their proportionate parts (of the over-payment) to the administrator. The latter paid them more than their respective shares on a consideration which has failed, viz., the acceptance by all the children of a family arrangement, modifying the statutory rules for the distribution of the estate of an intestate. The solicitors will be liable to an action for negligence, i.e., not obtaining either a release under seal, from the brother in America, or a deed of family arrangement under the seals of all the beneficiaries under the intestacy, including the brother in America, Alternatively, a cheque should have been sent to him, for him to indorse to his sister.

Widening of New Street.

Q. 3348. If the council of a county borough or a municipal borough declare an existing highway to be a "new street" under s. 30 of the Public Health Act, 1925, and buildings are erected or intended to be erected along the highway, and the council desire to have the highway widened—

(1) Can the council compel frontagers to give land for this purpose provided the total width does not exceed by more than twenty feet the maximum width prescribed by the bye-laws for a new street ?

(2) Can the council compel the frontagers to pay the costs of making up the total width of the new street, or only of the part which is widened, or must the council pay these expenses :—

(*a*) where the existing highway was less than bye-law width ?

(*b*) Where the existing highway was of bye-law width ?

(3) If part of the land is taken can the council be compelled to erect a boundary wall along the new boundary ?

A. (1) There is no direct compulsory power, but the same result may be achieved by withholding consent under s. 31, unless land is given up to twenty feet.

(2) The frontagers can be compelled to pay the costs of making up the street to bye-law width. The additional expense, by reason of the greater width, is payable by the council under s. 31 (3). The council is therefore not liable in either of the cases (*a*) or (*b*) in the second question.

(3) The council cannot be compelled to erect a boundary wall.

To-day and Yesterday.

LEGAL CALENDAR.

13 JULY.—On the 13th July, 1866, Lord Chief Baron Pollock resigned from the Bench at the age of eighty-three.

14 JULY.—On the 14th July, 1514, died Cardinal Bainbridge, Archbishop of York and formerly Master of the Rolls. He was poisoned by his chaplain, and his life presents a strange picture of the times. As Henry VIII's envoy to the Pope, he rose to great influence in Rome, entered wholeheartedly into the Papal quarrel with France and was dispatched to besiege Ferrara in the dual capacity of legate and general. His murderer at first confessed that he had been set on by the English Ambassador at Rome, the Bishop of Worcester, Bainbridge's jealous rival, but afterwards retracted and stabbed himself.

15 JULY.—In 1831, Britain was tormented from end to end by outbreaks of rioting. Thus in May there had been a disturbance at Lauder, in Scotland, and while the magistrates of Maddington were examining two men accused of being concerned in it, a mob assembled noisily outside. First they smashed the windows, then they invaded the body of the court-house, finally filling the whole place and after a while succeeded in setting at liberty the accused. On the 15th July, a number of men were tried before the High Court of Justiciary for taking part in the rescue. They got off with the relatively light sentence of eighteen months' imprisonment.

16 JULY.—On the 16th July, 1762, Sarah Metyard, a maker of silk nets, purses and mittens, and her twenty-four year old daughter were tried at the Old Bailey for the murder of one of her child apprentices four years earlier. The little parish children who worked for her had been treated with brutal cruelty and half starved, and when one of them had tried to escape, she had been tied up for three days without food, finally dying of ill-usage. The two women dismembered the body and left it in the streets. It was only because the daughter eventually revealed her mother's guilt in the course of a quarrel that the dreadful story ever came out, but the evidence involved them both and they were convicted and hanged.

17 JULY.—Mr. Justice Watkin Williams "died suddenly of heart disease on the night of the 17th July, 1884, at Nottingham, where he was on circuit." Thus guardedly the Dictionary of National Biography alludes to an event which caused a painful scandal in the legal world. He was a popular, painstaking and independent judge with an extremely quick apprehension. His judicial career was short, for he sat on the Bench less than four years. On the very day of his death he had sat in court as usual till the rising.

18 JULY.—On the 18th July, 1780, Lord Loughborough sentenced to death a number of the men concerned in the Gordon Riots. He told them that the part of his duty which he could execute with the greatest pleasure would be to represent at the foot of the throne such favourable circumstances as had appeared in the trials, but, as in compassion and justice to all the people of the Kingdom, it was impossible to show mercy to all that had been condemned, he advised each convict to look upon himself as one of those who were not to experience any mercy.

19 JULY.—On the 19th July, 1855, Joseph Meadows was tried at the Stafford Assizes for the murder of Mary Anne Mason, the servant at the "Sailor's Return" public house at Dudley. He had shot her dead in the kitchen with a carbine, and the crime was one of jealousy, for though the girl had passed as his sister, she was not. Meadows was convicted and executed.

THE WEEK'S PERSONALITY.

Right up to the end of his life, Lord Chief Baron Pollock retained his mental and physical activity. When he was over seventy he could still vault a dining-room chair. This is recorded by one who saw him do it. He was very fond of dancing, and once at Bedford, while he was waiting to be taken to court, an impromptu quadrille was arranged. The Chief Baron was displaying great agility when the servant announced the arrival of the sheriff's carriage. "Order the sheriff's carriage to come again in twenty minutes," said Mr. Justice Wightman, "as the Chief Baron is now occupied in a quadrille." To the last of his judicial career, he never excused himself from his daily duties, but continued to enjoy their exercise. In his lifetime, he could count twenty children, fifty-four grandchildren and seven great-grandchildren. He was the founder of one of those great families which, like the Finches and the Coleridges, sometimes flourish for generations in the law. His son Charles lived to be the last survivor of the Barons of the old Court of Exchequer, and the name still has magic in the legal world after more than a century.

SELF CRITICISM ON THE BENCH.

At Oklahoma City recently, a judge, who had in the course of the trial of four men charged with defrauding the Government, made some caustic criticisms of administrative orders issued in Washington, thought better of it and ordered a new trial on the ground that his remarks could have been highly prejudicial either to the prosecution or the defence. Few judges are quite so frank about their errors, but Blackburn, J., once went further when, in trying a case in which the plaintiff's counsel claimed that his client's career had been blighted by the loss of an eye, he had interrupted, saying: "I have lost the sight of an eye and it has not blighted my career." The jury awarded trifling damages, and the judge, blaming himself, sent the plaintiff a cheque for £50. There was once a learned serjeant who, having decided a case as commissioner of assize, afterwards moved as counsel for a new trial on the ground of misdirection.

JUDICIAL EQUESTRIANISM.

That indefatigible horseman, Mr. Justice Wylie of the Irish High Court, was recently one of the principal judges of hunters at the Peterborough Agricultural Show. Apart from Lord Roche, few lawyers keep up the equestrian tradition of the Bench as well as he. With the decline of horsemanship came the decline of the circuits. Probably the last judge to ride the circuits he went was Day, J. Perhaps the most remarkable of legal horses belonged to Sir Elijah Impey, afterwards Chief Justice of Calcutta. The animal was well known on the Western Circuit and followed its master about like a dog, even into the rooms of the inns. One of the best masters to any horse that had served him was Chief Justice Erle, who had at one time thirty horses at home, many of them past work, but as old friends safe from dismissal. In our own time, Lord Birkenhead had a similar feeling and a somewhat similar establishment.

Mr. Gerard J. I. Miller, of Preston, who recently passed his final examination as a solicitor, has been blind since just after he was born. From Worcester College for the Blind he went to Balliol College, Oxford, and he took a "first" in 1932. He was made an honorary scholar of Balliol the same year, and in 1933 obtained the degree of Bachelor of Civil Law.

At its conference at University College, Oxford, on the 9th July, the Incorporated Society of Auctioneers and Landed Property Agents decided, with four dissentients, to recommend the council of the society to consider closing the doors of the society to applicants under the practice qualification, and also recommending that, as and from 1st January, 1937, entrance to the society should be only by examination.

Notes of Cases.

Judicial Committee of the Privy Council.

Attygalle and Another *v.* R.

Lord Hailsham, L.C., Lord Maugham and Sir Sidney Rowlatt.
26th March, 1936.

CEYLON—PRACTICE AND PROCEDURE—CRIMINAL CASE—MISDIRECTION—NOT SUCH AS TO DEPRIVE ACCUSED OF THE SUBSTANCE OF FAIR TRIAL—LEAVE TO APPEAL TO PRIVY COUNCIL—WHEN GRANTED IN CRIMINAL CASES.

Petition for special leave to appeal from a judgment of the Supreme Court of Ceylon (dated the 28th August, 1934) whereby the petitioner Attygalle was convicted under s. 303 of the Ceylon Penal Code of voluntarily and illegally causing one, Maye, then with child, to miscarry, and was sentenced to eighteen months' simple imprisonment; and whereby the second petitioner, one, Fonseka, was convicted under ss. 303 and 102 of the Code of Abetting the Commission of the Offence, and sentenced to eighteen months' rigorous imprisonment.

By s. 106 of the Evidence Ordinance, No. 14 of 1895, in the Ceylon Code: "Where any fact is especially within the knowledge of any person, the burden of proving that fact is upon him." Referring to that section at the trial, the judge said to the jury: "Miss Maye"—on whom the operation was performed—"was unconscious and what took place in that room that three-quarters of an hour that she was under chloroform is a fact especially within the knowledge of these two accused who were there. The burden of proving that fact, the law says, is upon them, namely, that no criminal operation took place, but that what took place was this speculum examination." The petitioners contended that that was a complete misdirection of the jury as to burden of proof.

LORD HAILSHAM, L.C., giving the judgment of the Board, said that the case had given their lordships considerable trouble. They were of opinion that the direction complained of was not a correct statement of the law. It was not the law of Ceylon that the burden was cast upon an accused person of proving that no crime had been committed. The summing-up went on to explain the presumption of innocence in favour of accused persons, but again reiterated the direction that the burden of proving that no criminal operation took place was on the defendants. If their lordships thought that the refusal of leave to appeal in this case could be construed as an acceptance of that direction, they would be slow to reject the petition. In fact, however, the circumstances of the case had been explained to them, and they were satisfied that there were irresistible circumstances pointing to the defendants' guilt. It had been repeatedly stated that the Board did not sit as a Court of Criminal appeal. The mere fact that there had been some misdirection of law did not afford sufficient ground in itself for granting special leave. Lord Sumner, in *Ibrahim* v. *R.* [1914] A.C. 599, at p. 615, pointed out that misdirection as such, even irregularity as such, would not suffice, and that there must be something which, in the particular case, deprived the accused of the substance of fair trial and the protection of the law, or which tended to divert the due administration of the law into a new course which might be drawn into an evil precedent in the future. He (the Lord Chancellor) hoped that that danger had been sufficiently guarded against by the observations which he had already made. It had been suggested for the petitioners that *Lawrence* v. *R.* [1933] A.C. 699, had in some way altered that statement of the law. That case was one in which the actual decision was plainly within the authority of previous cases, because the Board held that sentences had been pronounced which were outside the power of the tribunal which purported to pronounce them. The precise language of the judgment in that case might have to be considered on a more suitable occasion, but it was sufficient to say that it had not purported to depart in any way from the well-settled principles which had been laid down in previous authorities and that it could not be allowed to be construed as such a departure. Their lordships did not feel justified in giving special leave to appeal, because they were satisfied that there had been no such substantial injustice as the cases showed to be necessary to justify the giving of special leave. Nothing, however, that had happened must be understood as signifying any approval of the language used in the summing up. The petition must accordingly be dismissed.

COUNSEL: *Hallett*, K.C., *L. M. D. de Silva*, and *Stephen Chapman*, for the petitioners; *Kenelm Preedy*, for the Crown.

SOLICITORS: *Freeman & Cooke; Burchells.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Great Western Railway Co. *v.* Henry B. James & Sons Ltd.

Lord Wright, M.R., Slesser and Romer, L.JJ.
30th April, 1st May and 16th June, 1936.

RAILWAYS—STANDARD RATE FOR CARRIAGE OF GOODS—EXCEPTIONAL RATE—SANCTION BY RAILWAY RATES TRIBUNAL—ENTRY IN RATE BOOK—EFFECT—RAILWAYS ACT, 1921 (11 & 12 Geo. 5, c. 55), ss. 36 to 41.

Appeal from a decision of Porter, J.

The plaintiff company carried goods for the defendants from Avonmouth to Birmingham. The standard rate for that journey was 28s. 1d. a ton. In accordance with s. 37 of the Railways Act, 1921, the sanction of the Railway Rates Tribunal was obtained for an exceptional rate more than 40 per cent. below the standard rate. The special rate sanctioned was 10s. 9d. The railway company entered in their rate book a rate of 14s. 9d. for the journey (i.e., 1s. 7d. for delivery by road in Birmingham and 13s. 2d. for the main transit). In this action they sought to recover the balance of an account due from the defendant company for the carriage of their goods. The defendants contended that the rate chargeable was 10s. 9d. and that the entry of 14s. 9d. was illegal and *ultra vires*. Porter, J., so held and dismissed the action. The plaintiffs appealed.

ROMER, L.J., in delivering the judgment of the Court, said that the question was whether the plaintiffs had "granted" an exceptional rate of 13s. 9d. within s. 32 of the Act. If they had not, the action was properly dismissed. The question also arose whether they had granted an exceptional rate of 10s. 9d. When once an exceptional rate had been granted, it replaced the standard rate and till cancelled was the only charge which the company was entitled to make for services to which it applied. In the Act there was no definition of "granted." His lordship considered ss. 36 to 41 and said that *primâ facie* in s. 37 "grant" meant "charge." Charge meant "put into operation," and that would happen when the rate was entered in the rate book. The plaintiffs had never validly granted a rate of 13s. 2d. It was entered in the rate book as part of the rate of 14s. 9d., but the consent of the tribunal had not been obtained. The tribunal had consented to a rate of 10s. 9d., but it had no power to give a general dispensation from the limit of 40 per cent. It did not follow that it would have sanctioned a rate of 13s. 2d. Porter, J., was right in dismissing the action, but he was wrong in declaring that the defendants had established their right to an exceptional rate of 10s. 9d., since, though sanctioned, it had never been entered in the rate book or otherwise put into force.

COUNSEL: *Monckton*, K.C., *Alfred Tylor* and *D. L. M. Renton; Sir R. Stafford Cripps*, K.C., and *L. F. Heald.*

SOLICITORS: *A. G. Hubbard; Hancock & Willis*, agents for *Barry & Harris*, of Bristol.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Anchor Line (Henderson Brothers) Ltd.**

Lord Wright, M.R., Romer and Greene, L.JJ.
30th June, 1936.

CONTRACT — SALE OF GOODS — CRANE IN DELIVERABLE CONDITION—DELIVERY TO PURCHASERS—DEFERRED PAYMENT—ANNUAL PAYMENTS FOR "INTEREST AND DEPRECIATION"—SUBSEQUENT SALE BY LIQUIDATOR—WHETHER PROPERTY PASSED—SALE OF GOODS ACT (56 & 57 Vict., c. 71), s. 17 (1).

Appeal from a decision of Eve, J.

The Ocean Steamship Co. Limited had a 30-ton electric coaling crane at a berth occupied by them at Yorkhill Basin, Glasgow, which they vacated in July, 1931, and which later was taken over by the Anchor Line (Henderson Brothers) Limited, the applicants in this case. In February, 1929, this company had negotiated for the purchase of the crane, but till the berth was allocated to them, they refused to enter into a contract. In July, 1931, they suggested that they should take over the crane on a rental basis with an option to purchase, but the agents of the owners suggested their "making a deferred payment for the crane rather than renting it with an option to purchase." After some correspondence, the agents wrote a letter on the 3rd September, 1931, saying: "(1) We agree that you take over the crane, coaling cradle and carriage and the electric cable serving the crane for a deferred purchase price of £4,000. (2) Until the completion of the purchase, you agree to pay us for interest and depreciation at the rate of £350 per annum for the first two years after taking over, £450 for the next two years and £400 thereafter. (3) Of these sums, a proportion amounting to £240 per annum or 6 per cent. of the purchase price of the crane is to be regarded as depreciation, and the total of these annual payments for depreciation is to be deducted from the above-mentioned amount of £4,000 in order to arrive at the balance actually to be paid by you on completion of the purchase whenever that may take place. (4) In the meantime, you will have entire charge of and responsibility for the crane in every respect." The applicants confirmed this arrangement, and from September, 1931, till March, 1935, made regular quarterly payments. In April, 1935, a resolution for voluntary liquidation was passed. In May, a petition for compulsory winding-up was presented and on the 13th May an order was made. On the 11th May, the Official Receiver had contracted to sell the company's assets to a new company, Anchor Line (1935) Limited, the agreement being subsequently sanctioned by the court. The vendors of the crane contended that it was not included in the company's assets, on the ground that the property in it had not passed and that the liquidator was obliged either to return it or to accept the obligations under the contract and continue the instalments. The liquidator rejected these claims. Eve, J., held that the property had passed to the company, and dismissed an application by the vendors to reverse the liquidator's decision.

LORD WRIGHT, M.R., allowing the applicants' appeal, referred to s. 17 (1) of the Sale of Goods Act, 1893, and said that there was a clear intention that the property should not pass till the purchase was completed. The terms of the contract showed the intention of the parties.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Fyfe*, K.C., and *Basil Nield*; *Spens*, K.C., and *P. Sykes*.

SOLICITORS: *Sharpe, Pritchard & Co.*, agents for *Alsop, Stevens & Collins Robinson*; *Collyer Bristow & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

R. *v.* **Grant.**

Lord Hewart, C.J., Humphreys and Goddard, JJ.
13th July, 1936.

CRIMINAL LAW—PRACTICE—PLEA OF GUILTY AT PETTY SESSIONS—SENTENCE ANNOUNCED BY MAGISTRATE—SUBSEQUENT DECISION TO COMMIT PRISONER TO QUARTER SESSIONS—*Autrefois Convict.*

Appeal from a decision of County of London Sessions whereby the appellant, Grant, was convicted of larceny and sentenced to twenty-one months' imprisonment with hard labour.

The circumstances in which the appellant was committed to Quarter Sessions were as follows: After the proceedings before the court of summary jurisdiction, the appellant having pleaded guilty, the committing magistrate wrote to the Clerk of the Peace for the County of London as follows: "I am committing for trial to-day James Grant. He pleaded guilty and consented to my jurisdiction. In view of his record and age I obtained a report during remand on bail from the Institute of Scientific Delinquency. I enclose a copy of that report. I feel that it is a case Quarter Sessions should deal with." At the trial before Quarter Sessions, the appellant, who was unrepresented, did not put forward any defence or cross-examine any of the witnesses for the prosecution, but, when called on by the Deputy Chairman to say to the jury what he had to say, stated that he did not think that he had had a fair trial, because the magistrate had told him that he would give him six months' imprisonment with hard labour and had afterwards changed his mind and committed him for trial.

HUMPHREYS, J., giving the judgment of the court, said that the Deputy Chairman of Quarter Sessions, knowing that the appellant had already pleaded guilty in the police court, ought to have taken one of two courses. He might have directed the clerk of the court to file a plea of *autrefois convict* on behalf of the accused, and then have directed the jury that the accused had proved his plea. The appellant would then have been discharged. Alternatively, if the prosecution did not insist on the plea of *autrefois convict* being formally raised, the Deputy Chairman might have told the jury that, as it was clear that the appellant had already been convicted, and as it was not the law that a man could be twice convicted of the same offence by two different tribunals, they must find him not guilty. The only difference between this case and *R.* v. *Sheridan* (1936), 80 SOL. J. 535, was that, in that case, the prisoner pleaded not guilty and the trial proceeded, and, at the close of the case, the magistrates convicted, whereas in the present case the appellant pleaded guilty. There was no distinction in law between a conviction by the verdict of a jury or the finding of a court, and a conviction on a prisoner's own confession. The appellant had been right in raising, as he had in effect endeavoured to do, the plea of *autrefois convict*, and the appeal must be allowed.

COUNSEL: *J. E. M. Gunning*; *G. G. Raphael.*

SOLICITORS: *Registrar of the Court of Criminal Appeal*; *Director of Public Prosecutions*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Hill. *v.* **Tothill.**

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
2nd April, 1936.

JUSTICES — PROCEDURE — DECISION TO CONVICT — CONSIDERATION OF SENTENCE IN PRIVATE—PREVIOUS CONVICTION NOT PROVED OR ADMITTED IN OPEN COURT—ANNOUNCEMENT OF CONVICTION AND SENTENCE—VALIDITY.

Appeal, by case stated, from a decision of Stanborough and Coleridge (Devon) justices.

An information was preferred by the respondent, Tothill, against the appellant for that, on the 11th September, 1935, he unlawfully drove a motor car in a manner dangerous to the public, contrary to s. 11 (1) of the Road Traffic Act, 1930. At the hearing of the information, the justices, on the evidence of both sides, formed the opinion that the appellant was

guilty, but did not state their finding. Accompanied by their clerk, they retired to their room to consider the sentence. The clerk had received from the respondent a record of a previous conviction of the appellant for exceeding the speed limit. In their room, the justices decided unanimously that the appellant was guilty, and asked the clerk for his record. In court they then pronounced the appellant guilty, and, having stated that they had before them a previous conviction of the appellant, imposed a fine and disqualified him for three months for holding a driving licence. The previous conviction was not proved or admitted, and had not been previously mentioned in open court.

LORD HEWART, C.J., said that it was an old and sound maxim of law that justice should not only be done, but that it should manifestly seem to be done. Here, that maxim had not been complied with. The justices had privately informed themselves of a previous conviction of the appellant when deciding what sentence to impose, and had sentenced him without requiring the previous conviction to be proved. In *Hastings* v. *Ostle* (1930), 46 T.L.R. 331, the justices had privately considered the defendant's past records, and, on returning into court, convicted and sentenced him. It had there been held that the convictions must be set aside. In that case, no injustice had been intended or done, but the view was taken that there had been an unfortunate departure from the proper procedure. In the present case, the previous conviction should have been proved in open court. It was an error on the part of the justices to consider it behind the appellant's back. The appeal must be allowed and the conviction quashed.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *Gerald Gardiner*, for the appellant. There was no appearance by or on behalf of the respondent.

SOLICITOR: *C. W. Evans*, agent for *F. K. Windeatt*, Totnes.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Commissioners of Inland Revenue *v.* Morgan-Grenville-Gavin.

Lawrence, J. 7th April, 1936.

REVENUE—INCOME TAX—SUR-TAX—COMPANIES FORMED BY TAXPAYER—TRANSACTIONS—WHETHER LEGAL OR ILLUSORY—ANNUITY PAID TO COMPANY BY TAXPAYER—WHETHER DEDUCTIBLE.

Appeal by the Crown from a decision of the Commissioners for the Special Purposes of Income Tax allowing an appeal against an assessment to sur-tax of £6,602 for the year 1933-34.

On the 2nd March, 1934, two companies were incorporated, Cliff Bridge Holdings Limited, and M.G.G. Securities Limited. The respondent, Gavin, took 199 of the 200 £1 shares in the Holdings Company, which shares were issued at a premium of £84 5s. The capital of the M.G.G. Company was 100 £1 shares, ninety-eight of which were allotted to the Holdings Company, those shares being issued at a premium of £191. The money for the capital in the Holdings Company, namely £17,050 capital and £2,000, was all supplied by the respondent who drew a cheque for that amount (£19,050) in favour of the Holdings Company on the 7th March, £17,050 being the price of 199 shares issued at a premium of £84 5s. The Holdings Company used that money to buy the ninety-eight shares in the M.G.G. Company at a premium of £191. On the 5th March, the respondent had entered into a deed of covenant whereby he agreed to pay the M.G.G. Company £3,000 a year for seven years in consideration of a payment to himself by the M.G.G. Company of £19,100. The effect of the transactions accordingly was that the respondent provided the money with which the Holdings Company bought the shares in the M.G.G. Company, that purchase of the M.G.G. shares enabling the M.G.G. Company to pay for the annuity receivable by it under the deed of covenant, and thus repay to the respondent the money which he had just advanced to the Holdings Company. On the 19th March, 1934, the Holdings Company went into voluntary liquidation. On the 26th March, the respondent gave the M.G.G. Company a cheque for £3,000 as the first payment of the annuity. The cheque was not collected until the 9th April, 1934, when the M.G.G. Company declared an interim dividend on its shares to the Holdings Company of £3,019 10s. The liquidator of the Holdings Company paid that sum to the respondent. The respondent claimed to deduct for sur-tax purposes £3,000 which he had paid under the deed of covenant, contending that his income for the year 1933-34 had been diminished by £4,000, that being the gross equivalent of the net annual sum payable by him under the deed. It was contended for the appellants that all the transactions constituted one scheme or transaction for the sole purpose of avoiding income tax; that the transactions were artificial, illusory and a sham and should be disregarded; that, as the respondent had purported to enter into an annuity transaction, the substance of the matter must be ascertained and effect be given to it: *Scoble's Case* [1903] A.C. 299; and that his income had not been diminished by the payment. The Commissioners held that the legal effect of the transaction was to diminish the respondent's statutory income, and allowed the appeal.

LAWRENCE, J., said that in a case like this, when the entire assets of a company were derived from an alleged taxpayer and returned to him, when the only business of the companies incorporated by him and in which he or his nominees held all the shares, was to receive money from him and repay it to him, he (his lordship) would have inclined to the view that the business of the companies was that of the taxpayer, and that, therefore, the annuity, being paid by the taxpayer to his own agent, was not an allowable deduction for purposes of sur-tax. No such contention having been advanced by the appellants, he (his lordship) did not think it proper to make any finding on that point or to decide the case on the basis of agency. The respondents' contention based on *Scoble's Case, supra*, was only another way of saying that the transactions were a sham, and that view had been contradicted by the Commissioners' finding that the legal effect of the deed of covenant was to diminish the respondent's statutory income. The Commissioners had held that the companies were real companies, and that the transactions were real and, impliedly, that they constituted the business of the companies. Reference had been made to *Sansom* v. *Commissioners of Inland Revenue* [1921] 2 K.B. 492, where Rowlatt, J., had distinguished between the two lines of attack on transactions such as these, namely on the basis that the companies are the agents of the corporations and on the basis that the transactions were a sham. The Commissioners had stopped the latter line of attack, in his (his lordship's) opinion, properly, by finding that the transactions were legal. The appeal would accordingly be dismissed.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.), and *R. P. Hills*, for the appellants; *Latter*, K.C., and *Heyworth Talbot*, for the respondent.

SOLICITORS: *Solicitor of Inland Revenue; Macdonald & Stacey.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Berg *v.* Sadler & Moore.

Macnaghten, J. 18th May, 1936.

CONTRACT—PRICE-CUTTING—RETAILER PLACED ON "STOP-LIST"—ATTEMPT TO OBTAIN GOODS FROM WHOLESALER BY MEANS OF ORDER SIGNED BY THIRD PARTY—PRICE OF GOODS PAID BY PLAINTIFF—REFUSAL BY WHOLESALER TO DELIVER GOODS EXCEPT TO PERSON WHO SIGNED ORDER—RETAILER'S RIGHT TO REFUND OF PURCHASE PRICE.

Action to recover £73 paid for goods never delivered.

The plaintiff was a retail tobacconist. In November, 1933, he entered into an agreement with the Wholesale Tobacco

Trade Association that if he were supplied with tobacco and cigarettes manufactured by certain people he would only sell the goods to the classes of person named in the agreement. It was also provided that if he broke the agreement he would be placed on the "stop list." The object was to secure that retailers should charge the uniform price to the public for the goods. It was later alleged that the plaintiff had committed a breach of the agreement, and he was placed on the "stop list." The defendants, wholesale tobacconists, had, to the knowledge of the plaintiff, also entered into a contract with the association, and were precluded from supplying him with tobacco or cigarettes. On the 29th August, 1935, the defendants received an order for cigarettes signed by one Reece, a person from whom the plaintiff was able to obtain cigarettes on terms which enabled him to re-sell them at a profit at a price lower than that prescribed by the manufacturers. On the 30th August, the plaintiff's assistant went, with a man whom Reece had described as his partner, to the defendants' premises. The plaintiff was aware that the defendants could not and would not supply him with the goods, and that if he applied for them in his own name he would not get them. When the plaintiff's assistant asked the defendants for the goods ordered by Reece the previous day, he was told that they would be sent to Reece's address. He thereupon demanded the return of the £73 which he had just paid across the counter, but the defendants refused to refund it.

MACNAGHTEN, J., said that, in his opinion, there had been an attempt on the part of the plaintiff to obtain goods by false pretences with intent to defraud. It had been argued on behalf of the plaintiff that there was no false pretence. When, however, he sent for the goods, he knew that if he himself went, or if his servant disclosed the facts, he would not get the cigarettes. He sent his assistant to pose as the servant of Reece and to pay the money and take the goods as the agent of Reece. It was a false pretence knowingly and intentionally made, and but for that false pretence the plaintiff had no chance of obtaining the goods from the defendants. He (his lordship) had no hesitation in saying that the plaintiff attempted by deceit to induce a course of action on the part of the defendants, which would have been to their grave injury. If they had supplied goods to the plaintiff, he being on the "stop list," it might have led to consequences of a serious character. The attempt was one to obtain goods by false pretences even though the plaintiff was willing to pay their full price. The question was whether, in those circumstances, the plaintiff could maintain his action to recover the money. No case had been cited to him (his lordship) showing that any such action had ever been entertained by the Courts. The course which the plaintiff had adopted was very dishonest, and, in the circumstances, the action failed.

COUNSEL: *H. Glyn-Jones*, for the plaintiff; *L. O'Malley*, for the defendants.

SOLICITORS: *Lamartine Yates & Morgan; Russell and Arnholz.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Appenrodt *v.* Central Middlesex Assessment Committee.

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
21st May, 1936.

RATING AND VALUATION—LICENSED PREMISES—MONOPOLY VALUE—PAYMENT FOR—ANNUAL INSTALMENTS—WHETHER A TENANT'S WORKING EXPENSE—LICENSING (CONSOLIDATION) ACT, 1910 (10 Edw. 7 & 1 Geo. 5, c. 24), s. 14 (1) (*a*).

Appeal, by case stated, from a decision of Middlesex Quarter Sessions, allowing an appeal by the respondent Appenrodt, and reducing an assessment made in respect of a certain hotel of which he was owner and occupier. The hotel in question stood in its own grounds, and, in addition to bedroom and restaurant accommodation for visitors, contained a public restaurant, ball-room, and brasserie. It was fully licensed for the sale of intoxicating liquor. There were no comparable premises in the neighbourhood.

In April, 1932, the respondent applied for a new justices' on-licence in respect of the hereditament, and the licensing justices granted a new licence, pursuant to the Licensing (Consolidation) Act, 1910, s. 14 (2), for a term of five and a quarter years, and attached, pursuant to s. 14 (1), a condition that the respondent should pay as the monopoly value of the hereditament a sum of £3,000 by five annual instalments of £600. It was contended for the respondent that the payment of £600 a year in respect of monopoly value was the transfer to the public of the additional value added to the hereditament by the licence and would therefore be the first charge to be considered in any negotiation as to the rent. It should therefore be treated as one of the normal working expenses of the tenant. The parties agreed that the effect of including the £600 as a working expense of the tenant would be to reduce the gross value otherwise arrived at by £418. It was contended for the appellant committee that, in considering hypothetical rent, (*a*) the payments for monopoly value must be deemed already to have been made, or alternatively, (*b*) that the payment ought not to be included as a working expense, in that it was a capital sum, or an instalment of a capital sum. Quarter Sessions were of opinion that the monopoly payment ought to be taken into account because, although the payment was a capital sum, it had in this case to be paid by the tenant in annual instalments, and was therefore an expense necessary in order to keep the hereditament in a state to command the rent; they reduced the assessment by £418 accordingly.

LORD HEWART, C.J., said that one reason why there was no express authority on the point raised was, in his opinion, that it had been generally recognised that the kind of claim advanced by the owner-occupier here could not be maintained. Monopoly value depended on s. 14 (1) (*a*) of the Act of 1910. The sub-section left it uncertain from whom the monopoly value was to be secured to the public. The payment by instalments was in his (his lordship's) opinion, a mere accident—a matter of convenience. Annual payment merely came into the matter because a total sum of £3,000 was spread over five years. The authorities cited for the committee left no doubt that the true nature of monopoly value was that it was a capital payment. (See *R.* v. *Commissioners of Customs and Excise* [1913] 3 K.B. 483, at p. 497 and *R.* v. *Amendt* [1915] 2 K.B. 276.) That being so, it was quite immaterial that, for the purposes of the case, the whole sum was to be paid by instalments. Nor did this payment of monopoly value come within the category of "usual tenant's rates and taxes." It was in a class by itself. It was not a tenant's charge, and it was not a landlord's charge. It was a special charge on capital value, and it was impossible that it should be taken into account in ascertaining what a tenant from year to year would pay by way of rent. The appeal must be allowed.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *F. J. Tucker*, K.C., and *Michael Rowe*, for the assessment committee; *Maurice Healy*, K.C., and *Harold Williams*, for the respondent.

SOLICITORS: *Blundell, Baker & Co.; Rye & Eyre.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CORRECTION.

In re Tegg: Public Trustee *v.* Bryant.

In the report of this case at pp. 552-3 of last week's issue, it should have been stated that the solicitors for the respondent were Messrs. Rooke & Sons, Agents for Messrs. Brain & Brain, Reading, and not Messrs. Roche & Sons.

[For Table of Cases previously reported in current volume see page ii of Advertisements.]

Obituary.

His Honour J. R. V. MARCHANT.

His Honour James Robert Vernam Marchant, formerly County Court Judge, Circuit 33, died at Harrow on Saturday, 11th July, in his eighty-third year. He was educated at the City of London School and Wadham College, Oxford, and was for several years a Master at St. Paul's School. He was called to the Bar by Gray's Inn in 1884, and joined the Oxford Circuit. He was appointed a Judge of County Courts on Circuit 33 in 1920, and held that office until his retirement in 1925.

Sir CATO WORSFOLD.

Sir Thomas Cato Worsfold, Bart., solicitor, senior partner in the firm of Messrs. Wainwright & Co., of Staple Inn, W.C., and Maida Vale, W., died at his home at Mitcham on Saturday, 11th July, at the age of seventy-five. He was educated at Trinity College, Dublin, and was admitted a solicitor in 1883. He became senior partner in the firm of Messrs. Wainwright and Co., which was founded in 1911, and he was also Chairman of Eastwoods, Ltd. He was Commissioner in England for the British Colonies and the High Courts of the United States of America. Sir Cato was Unionist M.P. for the Mitcham Division of Surrey from 1918 to 1923. He was created a baronet in 1924.

Mr. H. O. DOLBEY.

Mr. Hugh Owen Dolbey, Barrister-at-Law, formerly Magistrate and District Judge at Kisumu, British East Africa, died on Tuesday, 14th July. Mr. Dolbey was called to the Bar by the Middle Temple in 1901.

Mr. H. BARBER.

Mr. Harry Barber, solicitor, a partner in the firm of Messrs. Barber, Young & Co., of Queen Victoria-street, E.C., and Bromley, died on Wednesday, 8th July, at the age of seventy-two. Mr. Barber was admitted a solicitor in 1893. He was Chairman of the London Congregational Union in 1913, and had been Treasurer since 1914. He was Vice-Chairman of the Council of the Congregational Union of England and Wales from 1931 to 1933.

Mr. H. J. WESTBROOK.

Mr. Herbert James Westbrook, solicitor, a partner in the firm of Messrs. Robert Davies & Co., of Warrington, died on Monday, 29th June, at the age of seventy-three. Mr. Westbrook began his career with Messrs. Robert Davies & Co. as office boy, and rose to the position of senior costs clerk. He was admitted a solicitor in 1903, and became a partner in 1919.

H.M. LAND REGISTRY.

Official Searches of the Index Map in London.

1. The Chief Land Registrar announces a further improvement just brought into operation in the service of the Registry in London.

2. Up to the present an application for an official search of the index map in London under r. 286 of the Land Registration Rules, 1925, had to be accompanied by a copy of or extract from the ordnance map on the largest scale published, together with a fee of 5s.—a procedure somewhat burdensome to solicitors and comparatively expensive. Acting under his general discretion the Chief Land Registrar has now arranged that official searches of the index map in the Administrative County of London to ascertain whether land is registered or not or whether there are any cautions or priority notices against first registration, shall be made without fee and without a plan, provided that such a description of the land to be searched on the index map is given (*e.g.*, by road number) as will enable the land to be identified thereon. The application for search need be in no special form. It should be made by post, and will be answered by return of post.

3. A similar service has been in operation in Eastbourne and Hastings since those areas became compulsory areas.

4. The Chief Land Registrar regrets that a similar service cannot be extended to non-compulsory areas as the Land Registry maps in such areas are not necessarily up to date nor are all road names in such areas indexed in the Registry.

The Law Society.

ANNUAL GENERAL MEETING.

The Law Society held its annual general meeting at Bell-yard on the 10th July. Sir Harry Pritchard, the President, occupied the chair and, in his address moving the reception and adoption of the Council's report, touched on several subjects which had occupied the Council during the year: see 80 Sol. J. 496. The Solicitors Bill, 1936, was, he said, passing through Parliament, and the Lords had only to consider the Commons' amendments before the measure received the Royal Assent. He could not praise highly enough the enterprise, patience and diplomacy of Mr. R. P. Croom-Johnson, K.C. As the Act would not come into operation before 1st January, 1937, there would be ample opportunity for the Society to consider its provisions. The restriction by which a solicitor must have completed five years of practice before he was allowed to take an articled clerk had been made because the most important part of the clerk's education was in the practical work of the office, and it was unlikely that a solicitor with less than five years' practice would be able to provide him with enough work in sufficient variety. A would-be clerk had to satisfy the Council of his fitness, and the President confessed to a little apprehension about that provision. It would not in some cases be easy to decide whether the prospective solicitor was fit and suitable to join the profession. The decision had, however, to be made. Another provision enabled the Council to discharge the articles on the application of the solicitor or the clerk. This was not entirely new law, for the articles could now be discharged by the High Court, but manifestly this function should if possible be performed by the representatives of the profession. A useful minor provision enacted that proceedings under the Solicitors Act, 1933, s. 48, which related to the preparation of documents for land registration by an unqualified person, and of s. 49, which related to documents for probate, might be brought six months after the discovery of the offence, instead of after its commission, the interval being not more than two years in all. A similar provision in s. 47 dealt with the preparation of other instruments.

Great thanks were due to the Lord Chancellor, his secretary, Sir Claude Schuster, K.C., and Mr. G. R. Hill, the Government draftsman. It was rather the fashion nowadays to decry or criticise the efforts of Government draftsmen, but Sir Harry did not agree with these strictures. After some forty years of experience in the drafting of Acts of Parliament he knew the difficulties. The Government draftsmen did their work remarkably well; at all events, Mr. Hill had drafted the present Bill admirably. Lord Wright, the Master of the Rolls, also deserved the profession's gratitude for taking charge of the Bill in the House of Lords. Sir Edmund Cook, the Secretary, had put in an immense amount of work in connection with the Bill.

The provincial meeting would be held in Nottingham, where the newly-elected President practised, and Sir Harry hoped that as many members as possible would attend. A number of representatives of the Fédération Générale des Avocats had recently visited England, and it had been the President's privilege to present them to the Lord Chancellor and Mr. Speaker and to entertain them at The Law Society's Hall in the evening.

Percentage Addition to Costs.

The scales of solicitors' charges had been fixed between fifty and sixty years ago and had been designed to include not only the solicitor's remuneration but also his expenses—e.g., office accommodation, clerks, books and stationery. These expenses had increased considerably, and since the war there had been a large increase in the cost of living. Moreover, clerks rightly expected nowadays a better standard of living than they enjoyed in the early eighties. Additions had been made from time to time to the permissible charges by way of a percentage. An addition of 33⅓ per cent. had been prescribed some years ago, but at the crisis in 1931, when the remuneration of persons paid by the State had been reduced, the then Lord Chancellor had thought it right that solicitors' charges should be reduced also. The profession had not been entirely convinced by his lordship's logic, but had complied with his request, and the percentage addition had accordingly been reduced to 20 per cent. and 25 per cent. The crisis had, however, become less acute and cuts had been restored. The Council had therefore thought it right to re-open the question and had discussed the matter with the present Lord Chancellor, with the result that the full 33⅓ percentage addition had been restored.

The whole arrangement of a percentage addition was not a very satisfactory one, and it was easy to understand that a client who read through a bill of costs might want to know why this addition was charged at the end. He was entitled

to some explanation, or at any rate an explanation had to be given. It would obviously be better to make corresponding increases in the figures themselves, but this was by no means an easy matter. The addition of 33⅓ per cent. to 6s. 8d. gave a sum of 8s. 10·66d., and a solicitor could not charge his clients in recurring decimals; whereas, if he were to put the matter straight by charging 8s. 11d., the figure would sound too much like the prices which ladies paid at drapers' shops.

THE SOLICITORS ACT, 1933.

The Act of 1933 had imposed an obligation upon the Council to make regulations concerning solicitors' accounts. These regulations had now been in operation for eighteen months and embodied two principles which had previously been recognised by the large majority of the profession. A solicitor's accounts must be kept in such a way that he could see how much belonged to himself and how much to his clients; and he must have a separate account for clients at his bank. There were, however, still some solicitors who did not recognise these principles. Under the Rules the Council had the right to inspect accounts, and several inspections had been made; the regulations had not been observed in every case. The Council had also power to make rules for the conduct of solicitors, and had drawn up a number of new rules which they hoped would soon come into operation. They embodied four principles. The first was to prohibit touting and advertising; there was nothing new in this prohibition, for these practices were not only contrary to the etiquette of the profession, but were also professional misconduct; the Council had, however, thought it proper to prohibit them in black and white. The second principle concerned the important and difficult subject of undercutting. A solicitor was entitled to make a bargain with his client and was not bound in all cases to charge the maximum. For example, a solicitor making his aunt's will might well find it expedient to charge a comparatively small sum, or even nothing at all. The regulations were aimed at something quite different; it was not right that a solicitor should go out of his way to make it generally known, in order to attract business, that he was prepared to undertake solicitor's work at greatly reduced charges. These restrictions would meet with the approval of the profession generally, but it would not be easy to enforce them, for cases would be difficult both to detect and to prove. The Council would obviously have to rely upon information given to them by members of the profession and particularly by the local Law Society. The object of such a rule was not merely to protect the interests of members of the profession, but also those of the public. The Society would not be able to maintain a high standard in the profession unless those who proposed to enter it could be assured that they had a reasonable prospect of making a living. If they had not, men of integrity and ability would not be prepared to spend the long time and incur the great expense of becoming qualified. This would be a great misfortune to the whole country.

The third principle dealt with profit-sharing, and needed no comment. The fourth dealt with so-called "legal aid societies." If such societies actually existed, they did not come under the jurisdiction of the Council; solicitors, however, were under the Council's jurisdiction, and the Council hoped by the rules to prevent solicitors from assisting these societies.

The speeding-up of the trial of cases had caused the disappearance of arrears, and the complaint now was that cases came on too soon and there was no time for the necessary preparations. It was sometimes, perhaps, overlooked that a great deal of preliminary work had to be done before counsel could be briefed, and lack of time was a serious matter, for the defendant if not for the plaintiff. Too much haste was to be deprecated. What was wanted was an easy flow of cases so that solicitors might know approximately when their cases would come on. The apparent decline in litigation might be misleading; nowadays cases were not set down for trial until they were well prepared.

There was no intention of injuring counsel's clerks, but the principle of remuneration by solicitors' clients was wrong. (Hear, hear!) The custom had, however, grown up over many years and would continue for many years, but they were bound to see that the correct charge was made and that the client did not pay 5 per cent. when the proper charge was 2½ per cent. The President had taken the liberty of making a personal communication about the poor persons' list to all solicitor members practising in London, and had met with a ready response: a substantial number, though not as many as he would have liked, had added their names. The membership of the Society was increasing and was now nearly 11,000, which was a fair testimony that the work it was doing was appreciated. He hoped nevertheless that every member would take opportunities of enlisting recruits. It was not their subscriptions that were wanted so much as addition to the strength of The Law Society, which depended for its justification on its claim to represent the profession.

He deeply regretted the loss to the Council of Mr. Herbert Scott, of Gloucester, who had retired after fifteen years' service. The work of the Council made very heavy claims on country members, but it was absolutely essential that the provinces should be represented. Mr. F. H. E. Branson also had refused re-election, perhaps partly because of the rule that there must be two vacancies. Such vacancies usually occurred naturally, without retirement of an active member, and the President doubted the necessity of the rule. He concluded with an expression of his gratitude to the members of the Council, to Sir Edmund Cook, and to the Society for the honour it had done him in electing him President.

Mr. H. A. DOWSON, Vice-President, seconded the adoption of the report.

Mr. BARRY O'BRIEN said that he had not altered his opinion about the Solicitors Bill. He hoped that the time would never come when the profession would be forced to take as read a Bill introduced by august authorities and not be entitled to disagree with it or discuss it. He admitted that there was some necessity for legislation, but objected to the principle of the Bill. Self-respecting and more or less intelligent members of the profession did not want to be treated like schoolboys. The Bill tended too much to order solicitors about, and he would continue to oppose it, and would oppose any further Act of Parliament which tended to restrict the activities of solicitors. He hoped to implant a germ of thought in the minds of the meeting: that theirs was practically the only great profession left in the world in which the asset of camaraderie was practically non-existent. (No, no!) For social amenities The Law Society could not compare with the Bar. True, members dined and played golf together at the annual provincial meeting, but only a small fraction of members attended it.

THE RETURN OF BRIEFS.

Mr. C. L. NORDON paid a tribute to the high sense of duty of members of the Bar and their general desire to discharge their duty faithfully and loyally. The Bar, however, had a monopoly of address before the High Court, and the solicitor, after hours of work on a case, had to hand it over to counsel. He should therefore have an absolute assurance that the counsel whom he had instructed, and no other, should conduct the case. The system must be moulded or mended if justice were both to be done and to seem to be done. He did not wonder at the decline of litigation: litigants were giving up their just rights or seeking a settlement in order to be rid of the present uncertainty. One of the many ways in which the matter could be adjusted was to give the litigant an absolute right of postponement if counsel were not ready to conduct his case. A second was to give the solicitor the right of conducting the case instead of the absent counsel. The Bar needed a good deal of reorganisation to meet these requirements of modern administration. Some barristers suffered so severely from lack of clerical assistance that the solicitor could not read much of the matter sent to him by counsel; moreover, the anxiety and burden imposed on the solicitor by a difficult case were much increased if his contact with counsel were impaired through lack of proper clerical facilities. Moreover, while the solicitor only received a hundredth part of the reward of counsel, he bore the whole strain of the case. Every litigating solicitor knew that it was an expense rather than a profit to go into court; the small remuneration he did receive was spent in entertaining the court party in The Law Society's Hall and in fees for the ushers. Mr. Nordon had enjoyed the camaraderie of the profession, but nevertheless felt that it needed reform. He also inveighed against what he called the archaic and barbaric system of preparing bills of costs and asked why a solicitor could not be allowed to render a summary of attendances, documents and copies with their lengths.

Mr. R. C. WALSH (Mr. Seth Bailey) expressed great dissatisfaction with the Council's proposals and moved to refer them back for further consideration and report. If, with its resources, traditions and prestige, The Law Society could not put the matter right with the Bar Council, it did not say much for the Society.

Mr. BARRY COHEN, seconding the amendment, said that he intended no criticism of members of the Bar, for every litigating solicitor knew the difficulties a barrister had to contend with. The trouble was that the matter had been misrepresented. The Bar Council seemed to have the impression that solicitors were complaining. What the profession really wanted was a rule of practice under which, if the counsel instructed were not present, the junior or some other member of the Bar should ask, as of right, for one adjournment to a fixed date.

Sir REGINALD POOLE said he would resent any subtle attack on the Bar. If the solicitor chose to instruct a

particular type of counsel, he could not expect him to be everywhere. If he would go outside that small group, and instruct men who were equally able to do the work perfectly well, the trouble would not arise.

Mr. M. C. BATTEN said that the profession were not attacking the Bar but trying to help it. Often the barrister who was unable to be present in court was more distressed even than the solicitor.

Mr. BARRY O'BRIEN agreed with Sir Reginald Poole's remarks and said that a solicitor who could not get satisfaction out of the Bar had only himself to blame.

The amendment was lost.

Mr. COHEN hoped that the opinion of the Council that a shorthand note could not replace the judge's note did not represent the Council's last word. A transcript was much better than the scrappy notes which were all that certain judges took.

Mr. R. C. SWAIN asked if the Council had taken any action on Mr. Herbert Warren's paper on legal education, delivered at Hastings: see (1935) 79 SOL. J. 704.

The PRESIDENT replied that the Legal Education Committee still had Mr. Warren's suggestions under consideration. He pointed out that the report had only said that a shorthand transcript was not a completely satisfactory substitute for the judge's note; the Council had not said that it should not be taken.

The annual report was accepted, with one dissentient.

COMPETITION BY BUILDING SOCIETIES.

Mr. H. W. CARTER moved—

"That having regard to the pronouncements of The Law Society against touting and undercutting and in view of the scales of legal charges in use by solicitors for building societies (presumably fixed by the building societies) the members of The Law Society present at this meeting assure the Council of their hearty support in any endeavours they are making or may make to bring about an alteration of the present conditions and competition which the general body of practising solicitors have to face; and, if it should prove desirable or necessary to promote legislation to bring about the requisite changes, pledge themselves to do all in their power to 'back up' the Council in their efforts."

He complained of the evils of undercutting by building societies, particularly in Wales and on the East Coast. He read letters and gave examples from his experience and that of some of his colleagues. Whereas building societies had originally only assisted artisans who wished to buy small houses with their savings, they now dealt in hundreds of millions. Their clients were potential clients of solicitors, but these clients, finding that they could have £30 worth of work done for £10, would not pay proper scale charges afterwards. In some districts it was said that a solicitor could not make a profit at all, and he feared that the next generation would lose most of their business.

Mr. W. H. STRATTON seconded the amendment, saying that the whole profession, including those who worked for building societies, wanted the Council's support in this matter. If one solicitor refused on principle to act for a building society there would be no difficulty in finding a substitute. Building societies nowadays were financing financiers, and a man who borrowed £10,000 still expected costs to be on a building society scale. He called on the Council to enable the building society solicitors to stiffen their attitude.

Mr. JOHN TALBOT said that distinction should be made between the scales for mortgages and for conveyances, as there was a great difference in principle.

Mr. M. C. BATTEN thought the resolution was unnecessary, as the whole matter was already before the Council.

Mr. BEVAN THOMAS (President, Cardiff Law Society) said that the Associated Law Society of Wales and Monmouthshire had recently passed a resolution: "That the rule which has been published by The Law Society under the Solicitors Act about touting and undercutting should be clarified and strengthened." Welsh members felt this very strongly. Legislation had been passed to prevent solicitors from charging more than a fixed scale, but they suffered from an absence of any legislation to prevent solicitors from charging less than a minimum. Until some minimum was established they would suffer from touting and undercutting for the rest of their lives.

The PRESIDENT remarked that he had heard the matter before and the Council had it under consideration. The motion was lost by thirteen votes to eight.

THE SOCIETY'S ACCOUNTS.

The PRESIDENT, in moving the reception and adoption of the accounts, spoke of the grievous loss the Society had suffered in the death of Mr. E. A. Ryall, who had been in its service for thirty-eight years, during the last fourteen of which he had been the chief cashier. His health had been indifferent, but he had never shirked his work, and the Council had had complete confidence in him.

Mr. A. C. MORGAN, honorary treasurer, seconding the motion, said that with the exception of the Secretary no one could have had better opportunities of judging Mr. Ryall's worth than he had, because for eight years he had been closely associated with him every week and had formed the highest opinion of his ability and his intense devotion to the Society. Mr. Morgan acknowledged the admirable work which had been done since Mr. Ryall's death by Mr. H. Kynaston of the accounts department.

There had, continued the honorary treasurer, been a drop in the item for law and parliamentary expenses of approximately £5,250, justifying the hopes that had recently been expressed for its decline. About £4,950 of that sum was attributed to discipline. That decrease, together with the moderate expenditure on repairs and buildings, had made the 1935 accounts the most satisfactory for many years; the Society's account showed a credit balance of £686, although £1,000 had been contributed to King George's Jubilee Fund and the buildings had been written down by £7,000 instead of by the usual £5,000. Members' subscriptions showed an increase of £286. The articled clerks' account had altered little from the previous year. The balance sheet showed a satisfactory position, the liabilities of the Society being confined to the usual running accounts and its funds all being invested in securities with a definite date of redemption.

The President's suggestion that the Society owed Mr. Morgan a great debt of thanks for his hard work on its finances was received with loud applause.

Mr. Hubert Arthur Dowson (Nottingham) was elected President, and Mr. Francis Edward James Smith (London) Vice-President, for the ensuing year. Both of these officers replied, expressing their sense of the honour that the Society had done them and their determination to prove themselves worthy of the confidence that had been placed in them.

Members of Council present were: The Right Hon. Sir Dennis Herbert, K.B.E., M.P., Sir Roger Gregory, Sir Philip Martineau, Sir Reginald Poole, K.C.V.O., Sir Harry Pritchard, Mr. H. R. Blaker, Mr. W. S. Clarke, Mr. W. A. Coleman, Mr. G. A. Collins, Mr. H. A. Dowson, Mr. B. H. Drake, Mr. H. M. Farrer, Mr. D. T. Garrett, Mr. W. A. Gillett, Mr. H. C. Haldane, Mr. R. F. W. Holme, Mr. L. S. Holmes, Mr. O. J. Humbert, Mr. A. M. Ingledew, Mr. F. H. Jessop, Mr. P. R. Longmore, Mr. W. E. M. Mainprice, Mr. C. G. May, Mr. A. C. Morgan, Mr. A. Morrison, Mr. W. R. Mowll, Mr. W. C. Norton, Mr. F. A. Padmore, Mr. R. A. Pinsent, Mr. G. S. Pott, Mr. H. N. Smart, Mr. F. E. J. Smith, Col. W. M. Smith, Mr. F. Webster.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 8th and 9th June, 1936:—

John Granville Adams, B.A. Cantab., Joseph Addison, B.A. Cantab., William Lacy Addison, B.A. Cantab., Edmund Akenhead, Frederick Charles Allée, George Ambler, John Penrose Angold, B.A. Oxon, Sydney Edwin Archibald Anthony, Wilfrid Venus Atkinson, Henry Godwin Awdry, B.A. Oxon, Joshua Geoffrey Barber-Lomax, B.A., LL.B. Cantab., Henry Louis Mackinnon Barnett, Robert Arthur Barnett, B.A. Cantab., Joseph William Francis Bartholomew, Frank Wightman Batchelor, LL.B. Leeds, Lister John Frank Alton Batchelor, B.A. Oxon, Philip Percival Bayley-Brown, B.A., LL.B. Cantab., Stanley Belfield, Robert Ernest Benn, William Trevor Beynon, B.A. Oxon, Lawrence Austin Biddle, B.A. Oxon, Edward Colby Bischoff, B.A. Oxon, John Rutherford Blaikie, Arthur Henry Bloch, Murray Bruce Brash, Ian Norman Brettell, Robert Arthur Brindley, Desmond Brooke-Hitching, B.A. Cantab., Robert Lowe Brown, William Henry Justin Browne, Edgar Samuel Buck, Richard Henry Bull, B.A. Cantab., Godfrey Adolphous Burningham, Alec Raymond Butt, John Philip Camm, LL.B. Leeds, Walter Cane, B.A., LL.B. Cantab., Geoffrey Powell Careless, John Philip Marshall Carr, LL.B. Manchester, Frank William Cartwright, LL.B. Manchester, Arthur John Chadwick, B.A. Cantab., Frederick Aurel Révy Chapman, B.A. Cantab., Dennis Chappell, LL.B. Birmingham, John Wright Cheesbrough, George Cheetham, LL.B. Manchester, Paul Cherrington, B.A. Cantab., Godfrey Bruce Clark, Stephen Lampard Clarke, Howard Anthony Close, M.A. Cantab., Sydney Alexander Colvin, B.A. Cantab., Hamish Alister Connell, B.A., LL.B. Cantab., Henry James Cornish, Joseph Francis Coules, Donald Arthur Cowdry, Kathleen Blanche Cree, B.A. Oxon, Lawrence Hildred Crowther, B.A., LL.B. Cantab., William Dennis Curnock, Ronald Frederick Darrell, John Davey, B.A. Cantab., Gerald Stanley Davis, Leonard Gordon Dawson, John Kendel Daykin, LL.B. London, Alan Dean, LL.B. Leeds, Cuthbert George

Frederick Dearden, LL.B. Liverpool, Geoffrey Everard Delafield, B.A. Cantab., James William Denning, John Newman Dennis, Gerveys Roderick Dew, B.A. Oxon, George Innes Noott Dickson, John Stannard Dod, Denis George Dodds, John Donnelly, B.A., LL.B. Cantab., Roger Dowley, Gerald Irving Dare Draper, LL.B. London, Edgar Duschinsky, B.A. Oxon, James Eaton-Evans, Henry Marjoribanks Egerton, B.A. Cantab., Ivor Douglas Emanuel Elias, David Ivor Evans, Roland Arthur Evans, B.A. London, Thomas Charles Justin Evans, Leslie Firth, Patrick Thomas FitzGerald, Bertram Charles Foster, Cecil John Gale, LL.B. London, John Marcus Garforth-Bles, Henry Ernest Lloyd Garle, Alan Duncan Garrow, B.A. Oxon, Richard Stanley Gee, LL.B. Liverpool, Stanley Mervyn Gibson, B.A. London, John Gordon Giddins, B.A. Cantab., John Robert Gillespie, B.A., LL.B. Cantab., Edward David Campbell Greene, B.A. Oxon, Martin Grey, John William Ingram Guest, Maurice Guthrie, Philip Hoyle Hallam, John Arthur Lewthwaite Halsall, Richard Neville Dalton Hamilton, LL.B. London, William Neil Hanna, LL.B. Liverpool, Stephen Whitfield Harland, B.A., LL.B. Cantab., Harold Spedding Haslam, John Stedman Owen Haslewood, B.A. Oxon, John Edward Hatt-Cook, Rowland Lambert Hay, Harry Richard Haydon, Robert Pitts Heaton, LL.B. Liverpool, Thomas Atkinson Higson, B.A. Cantab, Raymond Stanley Hill, Oliver Lilburne Rieu Hills, B.A. Cantab., John Hilton, Derrick Stuart Holmes, Max Frederick Horwill, Charles Radcliffe Dewhirst Ingham, John Barron Irvine, Ormsby Issard-Davies, B.A. Cantab., Leslie Harold Jee, John Rolfe Hinton Jeens, LL.B. Birmingham, George Gordon Jeudwine, Frank Haining Johnston, Douglas Hilton Jones, Edward Jones, LL.B. Wales, Henry Evans Jones, LL.B. Wales, Philip Asterley Jones, Thomas Mervyn Jones, B.A., LL.B. Cantab., LL.B. Wales, John Stobart Keith, B.A. Oxon, John Michael Kenion, B.A. Cantab., Priestley Smith Kirby, LL.B. Leeds, John Neville Knox, Ronald Thomas Charles Lahey-Bean, Eileen Marion Audrey Lambert, B.A. London, Stanley Lancaster, LL.M. Manchester, Arthur Goodridge Lanham, George Alexander Waldemar Lawrence, B.A. Cantab., Bernard Cyril Lazarus, Charles Robert Lee, Maurice Brendan Drake Lee, B.A. Cantab., Charles Le Grice, B.A. Oxon, Abraham Nathan Levinson, Gershon Levy, Arthur Oswald Lewis, B.A., LL.B. Cantab., Sir William Anthony Lewthwaite (Bart.), B.A. Cantab., John Rushton Liddle, Charles Peter Stanley Ligertwood, John Neale Lindop, LL.B. Liverpool, Douglas Lines, Michael Dickinson Lister, Richard Anthony Little, Thomas Henry Perceval Lloyd, Arthur James Locke, George Frederick Loewi, B.A. Cantab., Martin Hofland Lowry, B.A. Cantab., Thomas Ellis Lowth, Robert Arnld Lugsdin, Charles Patrick Home McCall, Rona McColl, LL.B. Liverpool, John Mair McCrea, George Graham Mackay, B.A. Oxon, William John Raleigh Madden, B.A. Cantab., David Maltz, George Henry Mann, LL.B. Liverpool, Charles George Manser, Cedric Bradford Maxted, Edward Raymond Meeke, John Metcalfe, B.A. Oxon, Richard Edward Millard, LL.B. London, Gerard Joseph Ignatius Miller, B.A. Oxon, Frank Ben Derwent Moger, Denis Neville Moore, Richard Westray More, B.A. Oxon, David Laurence Morgan, Jack Jeffries Muckle, Charles Duncan Munro, Harry Eric Myers, John Collins Nelson, Henry Kenneth Newcombe, Edward Henry Nichols, B.A., LL.B. Cantab., Noël James Noble, Harold Cecil Norris, James Cecil Norris, M.A. Cantab., Ronald Makant Nuttall, B.A. Cantab., Asher Oldschool, LL.B. London, Roger Dean Orchard, Carrol Austin John Naish O'Sullivan, LL.B. London, Godfrey Elwin Owen, B.A. Oxon, William John Ivor Owen, William Ronald Parker, LL.B. Manchester, Claude Malcolm Payne, James Reginald Pearson, LL.B. Manchester, Roland Cranstoun Pennefather, Claude Gilbert Peter, Samuel Benedict Phillipson, LL.B. Leeds, Fred Pickles, Edward Pratt, Herbert Pollard, Manuel Pollecoff, LL.B. Birmingham, Frederick Hamilton Pratt, Oliver Francis Price, B.A. Cantab., Charles Henry Gilliatt Proctor, B.A. Cantab., Brenda Mary Randall, Leslie Shaylor Revell, George Arthur Robert Richardson, William Ritchie, B.A. Oxon, Angus Thomas Roberts, Emrys Owain Roberts, B.A. Cantab., LL.B. Wales, John Templar Robinson, Benjamin Fasham Dill Russell, B.A. Cantab., Noel Hett Russell, B.A. Oxon, Laurence Cowley Sands, B.A. Cantab., David Victor Sassoon, B.A. Oxon, Neville Scorah, B.A., LL.B. Cantab., Derek Rowland Scorer, Sigmund Seifert, LL.B. London, Clifford Shaw, Jesse Hubert Sherborne, Leonard Shibko, Andrew Shirlaw, Lazarus Shloimovitz, Michael George Sills, B.A. Cantab., Emrys Simons, LL.B. Wales, Sydney William Gordon Sims, Norman Allan Macdonald Sitters, Bryan Smart, Maxwell Reney Smith, M.A. Oxon, Peter Gordon Smith, B.A. Cantab., William Victor Smith, Maurice Louis Spector, Rupert Malise Speir, B.A. Cantab., Geoffrey Herbert Cyril Staveley, James Francis Beresford Stevens, George Egbert Sinclair Stevenson, B.A. Cantab., Guy Manning Stewart-Wallace, George Magnus Alexander Struthers, John George Sumner, Harold Bernard Supperstone, Richard Gallienne Swainson, B.A. Cantab., Lawrence James Taylor, William James Cook Taylor, William Wadsworth Teggin, Howard John Thomson, B.A. Cantab., John Donald William Thornley, Robert Francis Newman Thoyts, Harold Turner, William Tweedle, LL.M. Leeds, Frank Leslie Vassie, Richard Hugh Williams Vaughan, B.A. Oxon, Basil John Ernest Veale, Arthur Clifford Walter, Bernard Wareing, LL.B. Birmingham, Norman Arthur Webb, B.Sc. London, Bernard Wellington, Francis Wenger-Byrne, B.A. Cantab., John Philip Whipp, Geoffrey Wilkinson, James Henry Wilkinson, Percy Kenneth Stiles Wilkinson, B.A., LL.B. Cantab., Cyril Roy Williams, B.A., LL.B. Cantab., Richard Hunt Williamson, B.A. Oxon, Richard Glover Willows, Alan Thomas Wilson, William Bird Wilson, B.Sc. London, Gordon Micklém Winterbotham, B.A. Cantab., Robert Ray Witham, Christopher Thomas Witherby, LL.B. London, Francis Edgar Charles Wood, LL.B. London, Geoffrey Reginald Woollcombe, William Edward Barlow Wordsworth, B.A., LL.B. Cantab. Number of Candidates, 456; passed, 266.

The Council have awarded the following prizes: To Richard Neville Dalton Hamilton, LL.B. London, who served his articles of clerkship with Guy Robert Crouch, LL.B., of Aylesbury, the Edmund Thomas Child Prize, value about £21; and to Richard Neville Dalton Hamilton, LL.B. London, as before mentioned, and William Neil Hanna, LL.B. Liverpool, who served his Articles of Clerkship with Mr. Hadden Todd, of the firm of Messrs. Laces & Co., of Liverpool, each the John Mackrell Prize, value about £12.

Parliamentary News.

Progress of Bills.

House of Lords.

Air Navigation Bill.
Read Second Time. [13th July.

Axbridge Rural District Council Bill.
Reported, with Amendments. [8th July.

Brentford and Chiswick Corporation Bill.
Royal Assent. [14th July.

Brighton Corporation Bill.
Royal Assent. [14th July.

Buckingham's Charity (Dunstable) Scheme Confirmation Bill.
Read Second Time. [14th July.

Cirencester Gas Bill.
Royal Assent. [14th July.

Colne Valley and Northwood Electricity Bill.
Royal Assent. [14th July.

Cornwall Electric Power Bill.
Royal Assent. [14th July.

Darlington Corporation Trolley Vehicles (Additional Routes) Provisional Order Confirmation Bill.
Royal Assent. [14th July.

Derby Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [14th July.

Doncaster Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [14th July.

Education Bill.
Read Third Time. [13th July.

Education (Scotland) Bill.
Read Second Time. [14th July.

Employment of Women and Young Persons Bill.
Royal Assent. [14th July.

Finance Bill.
Reported, without Amendment. [15th July.

Fishguard and Goodwick Urban District Council Bill.
Royal Assent. [14th July.

Foundling Hospital Bill.
Royal Assent. [14th July.

Gas Light and Coke Company (No. 2) Bill.
Reported, with Amendment. [14th July.

Gravesend and Milton Waterworks Bill.
Royal Assent. [14th July.

Great Western Railway (Additional Powers) Bill.
Reported, with Amendments. [8th July.

Great Western Railway (Ealing and Shepherd's Bush Railway Extension) Bill.
Royal Assent. [14th July.

Grimsby Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [9th July.

Health Resorts and Watering Places Bill.
Read Second Time. [15th July.

Hours of Employment (Conventions) Bill.
Royal Assent. [14th July.
Housing Bill.
Read Third Time. [15th July.
Huddersfield Corporation (Trolley Vehicles) Bill.
Royal Assent. [14th July.
Hydrogen Cyanide (Fumigation) Bill.
Read First Time. [15th July.
Kingston-upon-Hull Corporation Bill.
Royal Assent. [14th July.
Land Drainage Provisional Order (No. 1) Bill.
Read First Time. [13th July.
Land Drainage Provisional Order (No. 2) Bill.
Read First Time. [9th July.
Land Registration Bill.
Royal Assent. [14th July.
Lee Conservancy Catchment Board Bill.
Royal Assent. [14th July.
Llanelly District Traction Bill.
Royal Assent. [14th July.
London and North Eastern Railway (General Powers) Bill.
Reported, with Amendments. [9th July.
London and North Eastern Railway (London Transport) Bill.
Reported, with Amendments. [8th July.
London and North Eastern Railway Order Confirmation Bill.
Royal Assent. [14th July.
London County Council (General Powers) Bill.
Royal Assent. [14th July.
London Midland and Scottish Railway Bill.
Royal Assent. [14th July.
London Passenger Transport Board Bill.
Reported, with Amendments. [8th July.
Malta (Letters Patent) Bill.
Royal Assent. [14th July.
Midwives Bill.
Read Second Time. [14th July.
Ministry of Health Provisional Order Confirmation (Ripon) Bill.
Amendments reported. [15th July.
Ministry of Health Provisional Order (Essex) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order (Helston and Porthleven Water) Bill.
Read First Time. [13th July.
Ministry of Health Provisional Order (Lancaster) Bill.
Read Third Time. [15th July.
Ministry of Health Provisional Order (Leeds) Bill.
Read Second Time. [14th July.
Ministry of Health Provisional Order (North Herts Joint Hospital District) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order (Ramsey and Saint Ives Joint Water District) Bill.
Read Third Time. [15th July.
Ministry of Health Provisional Order (Tees Valley Water Board) Bill.
Read Third Time. [15th July.
National Health Insurance Bill.
Royal Assent. [14th July.
North Metropolitan Electric Power Supply Bill.
Royal Assent. [14th July.
North West Kent Joint Water Bill.
Royal Assent. [14th July.
Old Age Pensions Bill.
Royal Assent. [14th July.
Pensions (Governors of Dominions, etc.) Bill.
Royal Assent. [14th July.
Petroleum (Transfer of Licences) Bill.
Royal Assent. [14th July.
Pier and Harbour Provisional Order (Cowes) Bill.
Read Second Time. [9th July.
Pier and Harbour Provisional Order (Gloucester) Confirmation Bill.
Royal Assent. [14th July.
Pier and Harbour Provisional Order (Keyhaven) Bill.
Read Second Time. [9th July.
Pier and Harbour Provisional Order (Maryport) Bill.
Read Second Time. [9th July.
Pier and Harbour Provisional Order (Paignton) Bill.
Read Second Time. [9th July.
Pier and Harbour Provisional Order (Whitley Bay) Bill.
Read Second Time. [9th July.
Post Office (Sites) Bill.
Royal Assent. [14th July.
Private Legislation Procedure (Scotland) Bill.
In Committee. [14th July.
Public Health (London) Bill.
Read Third Time. [14th July.
Reading Corporation (Trolley Vehicles) Provisional Order Confirmation Bill.
Royal Assent. [14th July.
Retail Meat Dealers' Shops (Sunday Closing) Bill.
Royal Assent. [14th July.
Rickmansworth and Uxbridge Valley Water Bill.
Royal Assent. [14th July.
Road Traffic (Driving Licences) Bill.
Royal Assent. [14th July.
Shops Bill.
Royal Assent. [14th July.
Shops (Sunday Trading Restriction) Bill.
Amendments reported. [14th July.
Solicitors Bill.
Commons' Amendments agreed to. [15th July.
South Staffordshire Water Bill.
Royal Assent. [14th July.
Southern Railway Bill.
Royal Assent. [14th July.
Stalybridge, Hyde, Mossley and Dukinfield Transport and Electricity Board Bill.
Royal Assent. [14th July.
Surrey County Council Bill.
Reported, with Amendments. [8th July.
Weights and Measures Bill.
Read Third Time. [9th July.
Widows', Orphans' and Old Age Contributory Pensions Bill.
Royal Assent. [14th July.
Wolverhampton Corporation Bill.
Reported, with Amendments. [14th July.

House of Commons.

Aberdeen Corporation Order Confirmation Bill.
Read First Time. [13th July.
Aberdeen Corporation (Streets, Buildings, Sewers, etc.) Order Confirmation Bill.
Read First Time. [13th July.
Birmingham Corporation Bill.
Reported, with Amendments. [13th July.
Cattle Industry (Emergency Provisions) Bill.
Read First Time. [14th July.
Epsom and Walton Downs Regulation Bill.
Amendments made. [13th July.
Firearms (Amendment) Bill.
Read Third Time. [13th July.
Health Resorts and Watering Places Bill.
Read Third Time. [9th July.
Journalists (Registration) Bill.
Read First Time. [9th July.
Land Drainage Provisional Order (No. 1) Bill.
Read Third Time. [13th July.
Liverpool Corporation Bill.
Reported, with Amendments. [15th July.
Manchester Corporation Bill.
Reported, with Amendments. [14th July.
Ministry of Health Provisional Order Confirmation (Barnsley) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order Confirmation (Plympton Saint Mary) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order Confirmation (St. Helens) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order Confirmation (West Hartlepool) Bill.
Read Second Time. [15th July.
Ministry of Health Provisional Order (Helston and Porthleven Water) Bill.
Read Third Time. [13th July.
Pilotage Authorities (Limitation of Liabilities) Bill.
Lords' Amendments agreed to. [14th July.
Rochester Corporation Bill.
Amendments made. [13th July.
Tring Gas Bill.
Read Third Time. [14th July.

A presentation of an electric clock was made to Mr. F. Renwick on the occasion of his retirement from the position of Deputy Town Clerk of Rotherham. The presentation was made by the Town Clerk (Mr. C. L. des Forges), on behalf of the staff of his department and officials of the Corporation.

The Glasgow Magistrates are considering the advisability of setting up a municipal free legal dispensary in the police courts for persons who are unable to pay for their legal defence. It has been agreed to remit the matter to a sub-committee for consideration and report.

Legal Notes and News.

Honours and Appointments.

Mr. D. J. LLEWELYN DAVIES, M.A., LL.B., has been appointed Reader in Law at Birmingham University. Mr. Davies was called to the Bar by Gray's Inn in 1933.

Mr. H. O. SMITH, solicitor, has been appointed deputy town clerk of Derby, in succession to Mr. D. G. Gilman, who has been appointed assistant solicitor to Derbyshire County Council. Mr. Smith was admitted a solicitor in 1930.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Mr. Tristram W. Haward was elected President of the Land Agents' Society at the Annual General Meeting held on the 9th July.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held on 29th July, at the Town Hall, at 11.30 o'clock in the forenoon.

Reading Corporation have accepted Lord Reading's offer of a portrait of the late Marquess by Mr. Oswald Birley, representing him in his robes as Lord Chief Justice of England.

The following request was contained in a letter addressed to the Chief Clerk at Clerkenwell Police-court: "Dear Sir,—Will you send me a Happy Day form." From the purport of the remainder, it was assumed that the word intended was "affidavit."

In recognition of fifty years' service as treasurer of Perth City and County Royal Infirmary, Mr. James Robertson, solicitor, Perth, was on 10th July presented with a silver salver. The presentation was made by Lord Provost Nimmo, who expressed the Board's appreciation of Mr. Robertson's long and devoted service. He also read a tribute from Sir Francis Norie-Miller. Mr. Robertson's retirement ends a family connection of over sixty years with the infirmary, having taken over the duties of treasurer from his father in 1886.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
July 20	Blaker	Andrews	Ritchie	*More
,, 21	More	Jones	Andrews	*Ritchie
,, 22	Hicks Beach	Ritchie	More	*Andrews
,, 23	Andrews	Blaker	Ritchie	More
,, 24	Jones	More	Andrews	*Ritchie
,, 25	Ritchie	Hicks Beach	More	Andrews

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness Part II.	MR. JUSTICE CLAUSON. Witness Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
July 20	Andrews	*Blaker	*Jones	Hicks Beach
,, 21	*More	Jones	*Hicks Beach	Blaker
,, 22	Ritchie	*Hicks Beach	*Blaker	Jones
,, 23	*Andrews	Blaker	*Jones	Hicks Beach
,, 24	More	*Jones	Hicks Beach	Blaker
,, 25	Ritchie	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 23rd July, 1936.

	Div. Months.	Middle Price 15 July 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	114¼	3 10 0	3 1 5
Consols 2½%	JAJO	84½	2 19 2	—
War Loan 3½% 1952 or after	JD	106⅛	3 5 11	3 0 2
Funding 4% Loan 1960-90	MN	117	3 8 5	2 19 11
Funding 3% Loan 1959-69	AO	103½	2 18 0	2 15 10
Funding 2½% Loan 1956-61	AO	93½	2 13 6	2 17 5
Victory 4% Loan Av. life 23 years	MS	115½	3 9 3	3 1 1
Conversion 5% Loan 1944-64	MN	118¼	4 4 7	2 6 2
Conversion 4½% Loan 1940-44	JJ	109	4 2 7	2 11 0
Conversion 3½% Loan 1961 or after	AO	107¼	3 5 3	3 1 8
Conversion 3% Loan 1948-53	MS	104½	2 17 5	2 11 2
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 5 6
Local Loans 3% Stock 1912 or after	JAJO	96⅜	3 2 3	—
Bank Stock	AO	374	3 4 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87	3 3 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96	3 2 6	—
India 4½% 1950-55	MN	115½	3 17 11	3 2 4
India 3½% 1931 or after	JAJO	99	3 10 8	—
India 3% 1948 or after	JAJO	85¾	3 9 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	117½	3 16 7	3 9 9
Sudan 4% 1974 Red. in part after 1950	MN	116	3 9 0	2 12 4
Tanganyika 4% Guaranteed 1951-71	FA	113½	3 10 6	2 17 6
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	2 14 0
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 0
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	104	3 12 2	3 6 9
Canada 4% 1953-58	MS	111½	3 11 9	3 2 4
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100½	2 19 8	2 18 8
Nigeria 4% 1963	AO	113	3 10 10	3 5 5
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 5
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106½	3 5 9	2 19 8
Leeds 3% 1927 or after	JJ	94	3 3 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	106	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	80	3 2 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	95	3 3 2	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	2 10 0
Metropolitan Water Board 3% "A" 1963-2003	AO	96	3 2 6	3 2 10
Do. do. 3% "B" 1934-2003	MS	97¼	3 1 8	3 1 11
Do. do. 3% "E" 1953-73	JJ	100	3 0 0	3 0 0
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 17 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 1 6
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 5
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	112	3 11 5	—
Gt. Western Rly. 4½% Debenture	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	132	3 15 9	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132	3 15 9	—
Gt. Western Rly. 5% Preference	MA	119	4 4 0	—
Southern Rly. 4% Debenture	JJ	111	3 12 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111	3 12 1	3 7 3
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	120½	4 3 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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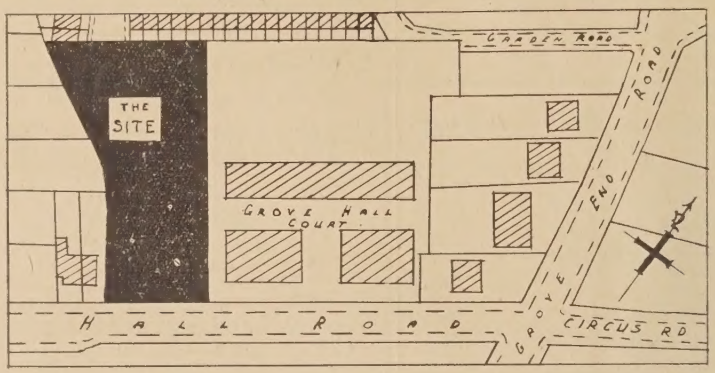

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